612

SUPREME COURT OF THE UNITED STATES.

No. 61.

MANASSAH KNIGHT SPECIAL ASSIGNEE OF THE COMMONWEALTH INSURANCE COMPANY OF BOSTON, LIBELLANT AND APPELLANT.

vs.

THE BRIG ATILLA HALL, MASTER, CHAS. B. FESSENDEN, JEREMIAH B. THOMPSON AND BENJAMIN H. SKINNER, RESPONDANTS AND APPELLEES.

ON APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR EAST PENNSYLVANIA.

INDEX.

	Original.	Print.
Libel in district court	1	3
Bottomry bond	4	5
Release	8	6
Policy	9	7
Answer of Fessenden et al.	15	10
Amended answer	21	13
Replication of Knight	25	15
Agreement of counsel	27	15
Interrogatories on the part of Libellant	27	15
Interrogatories do do Respondants	31	17
Deposition of John Stevens	34	19
Do do G. F. Besent	40	22
Do do G. R. Bartlett	41	23
Exhibit A	43	24
Deposition of James P. Whitney	57	31
Interrogatories of Respondent	61	31
Do do Libellant	65	34
Do do do	67	35
Deposition of Wm. J. Hall	69	36
Do do Samuel D. Parker	72	38
Do do W. Raymond, jr.	78	41
Do do Robert Freeman	82	43
Edward A. Welbaski	86	45
Policy 13,094	93	48
Bill of lading of 1,109 bags of coffee	98	52
Statement of partial loss on 809 bags of coffee	99	52
Do do do 300 do do	101	53
Exhibit E.	105	57
Certificate of Robert Campbell U. S. Consul at Genoa	109	59
Certificate of Robertson and Messunier of Genoa	111	63
Account of sales of 229 bags, part of 300 bags of coffee	115	64
Certificate of Robertson and Messunier	118	71
do Wm. J. Hall	124	72
do Kemp and Dixey	124	73
Account of sale of 534 bags of coffee part of 809 bags	125	74
Certificate of Robert Campbell U. S. Consul at Genoa	126	75
Decree of district court	131	77
Decree of circuit court	131	77
Appeal to Supreme court U. S.	131	77
Certificate of clerk	132	77

S. D. Langtree, Printer.

Pleas before the honorable the judges of the circuit court of the United States, in and for the eastern district of Pennsylvania, in the third circuit, at Philadelphia, of April session A. D. 1840.

Be it remembered, that on the fourth day of May, A. D. one thousand eight hundred and thirty-eight, comes in to the district court of the United States in and for the eastern district of Pennsylvania at Philadelphia, before the honorable Joseph Hopkinson, judge of said court, Joseph R. Ingersoll, Esq., of the attorneys of the said court, and exhibits the libel of Manassah Knight, special assignee of the Commonwealth Insurance Company of Boston, against the brig Atilla, ——— Hall master; and the same being read and filed, is in the words following, to wit:

To the honorable Joseph Hopkinson, Judge of the District Court of the United States for the Eastern District of Pennsylvania.

The libel of Manassah Knight, of Boston, Massachussetts, special assignee of the Commonwealth Insurance Company, against the body, tackle and furniture of the one-third part of the brig Attila, of Boston, Charles B. Fessenden, Jeremiah B. Thompson, and Benjamin H. Skinner, now or late the sole owners of the said one-third part thereof and against ——— Hall, now or late the master thereof, respectfully sheweth:

That the Commonwealth Insurance Company, (an insurance corporation establised in the city of Boston, and created under the authority of a charter from the Commonwealth of Massachussetts,) did, on the twenty-first day of December, in the year of our Lord one thousand eight hundred and thirty-six, loan and advance unto the said Charles B. Fessenden, Jeremiah B. Thompson, and Benjamin H. Skinner, under the firm and style of Fessenden, Thompson & Co., the sum of two thousand dollars at Bottomry, on the body, tackle and furniture of one-third part of the brig Attila of Boston; the said Fessenden, Thompson & Co., being the sole owners of the said one-third part, and ——— Hall being the then master thereof—and the said brig then lying and being at the port of Boston, and bound on a voyage to Genoa—for the term of one year from the twenty-first day of December aforesaid at noon, at the marine interest of eleven per cent. for said period, the said brig being at liberty to sail for any port or ports, place or places, and in

any lawful voyage or voyages during said period; and the said owners on the said twenty-first day of December, one thousand eight hundred and thirty-six, in consideration of and as security for the said loan and interest, did, by a due and lawful instrument of bottomry and hypothecation, bearing date the same day and year, (a copy whereof is hereto annexed, to which your libellant prays leave to refer as part of this libel,) hypothecate the said brig and appurtenances, and did transfer and convey the same to the said company for the payment of the said loan and interest as aforesaid, at the end of sixty days after the expiration of said period of one year, with interest on the same at the rate of 6 per cent. per annum after the expiration of one year aforesaid, and until the same should be paid; and did agree, that in case the amount of the said loan and interest, or any part thereof, should, according to the terms of the said agreement, remain due and unpaid to said company after the term of sixty days expired as aforesaid, the company might sell the said brig and appurtenances at public auction in order to satisfy what might remain due. And your libellant avers, that the said term of one year and sixty days afterwards have expired fully—and the said Fessenden, Thompson & Co., have not paid the said sum of money and interest nor any part thereof, and the said brig Attila did arrive at the port of Philadelphia on the 26th day of April, one thousand eight hundred and thirty-eight, where she still lies, with her tacke, furniture and appurtenances. And the said owners have refused to transfer or deliver the one-third part of the said brig, her tackle and appurtenances, or the third part thereof, to the said company or to your libellant, and have refused to permit the said company or your libellant, to sell the same. And your libellant further says, that on the twenty-first day of February, one thousand eight hundred and thirty-eight, the said Commonwealth Insurance Company, in consideration of the sum of two thousand dollars paid by Manassah Knight, of Boston, aforesaid, did assign, transfer, set over, release, remise, and forever quit claim unto your libellant, his heirs and assigns forever, all the right, title, interest and estate of the said company, in and to the said instrument of bottomry or hypothecation, and the rights and advantages thereunder accruing, and to the assignment and transfer, did affix their corporate seal in due and sufficient form of law· wherefore your libellant prays the process of this honorable court to attach the said brig Attila, and especially the one-third part of the said brig, and of her tackle and apparel, and to cite and admonish the said Charles B. Fessenden, Jeremiah B. Thompson, and Benjamin Hurd Skinner, and the said ——— Hall, and all others concerned, to show cause, if any they have, why the said vessel with her tackle and apparel should not be sold and the proceeds paid to your libellant.

J. R. INGERSOLL,
for the Libellant.

April 30, 1838.

Know all men by these presents, that we, Charles B. Fessenden, Jeremiah B. Thompson, and Benjamin Hurd Skinner, under the firm and style of Fessenden, Thompson &. Co., of Boston, in the county of Suffolk and Commonwealth of Massachusetts, merchants, as principals, and John Skinner of Charleston, in the county of Middlesex, and Commonwealth aforesaid, merchant, as surety, are held and firmly bound unto the Commonwealth Insurance Company (an insurance corporation established in said Boston,) in the just and full sum of four thousand dollars money of the United States of America, for the payment of which sum, well and truly to be made, we hereby firmly bind ourselves, jointly and severally, and our repective heirs, executors and administrators, by these presents dated at Boston aforesaid, this twenty-first day of December, in the year of our Lord one thousand eight hundred and thirty-six.

Whereas the said Commonwealth Insurance Company hath this day loaned and advanced unto the said Fessenden, Thompson & Co. the sum of two thousand dollars, at Bottomry, on the body, tackle and furniture of the one-third part of the brig Attila of Boston aforesaid, said Fessenden, Thompson & Co. being the sole owners of said one-third part, whereof Mr. J. Hall is at present master, now lying at Boston aforesaid, and bound on a voyage to Genoa, for the term of one year from the twenty-first day of December aforesaid, at noon, at the marine interest of eleven per cent. for said period, the said brig and appurtenances, for the purposes of this agreement, being valued at the sum of ten thousand dollars, including the premium of insurance, which premium, for the purposes of this agreement, is estimated at five per cent., the said brig being at liberty to sail for any port or ports, place or places, and in any lawful voyage or voyages during said period.

And whereas it has been further agreed between the parties that the said company is to assume, and does hereby assume, for the sum loaned on said brig as aforesaid, and interest for the said term of one year, the marine risks usually insured against in the Boston policies, according to the form of policy hereto annexed, both in port and at sea, the stipulations, rights and liabilities of the parties, as to a total or partial loss, general average, abandonment and salvage to be the same as if said company insured said two thousand dollars on said brig and appurtenances, valued as aforesaid, by subscribing a policy of the annexed form. And whereas the said Fessenden, Thompson & Co. have agreed to assign, pledge, mortgage, set over, transfer and convey said brig and appurtenances, and by these presents do hereby transfer and convey the same to said company, in consideration of, and as security for, the said loan and interests. And whereas it has been further agreed by said parties that the said Fessenden, Thompson & Co. shall pay to said company whatever may be due to them on account of said loan and marine interest thereon, according to the terms and conditions of this instrument, at the end of sixty days after the expiration of said period of one year, with interest on the same at the

rate of six per cent. per annum, after the expiration of one year aforesaid, and until the same shall be paid, the said Fessenden, Thompson & Co. having the right to pay the same before the expiration of said sixty days, if they shall choose so to do. And whereas it is agreed by the said Fessenden, Thompson & Co. that in case the amount of said loan and interest, or any part thereof, shall, according to the terms of this agreement, remain due and unpaid to said company after the expiration of said sixty days, the said company may sell said brig and appurtenances at public auction, in order to satisfy what may remain due, without any proceedings in court for the purpose of authorizing such sale; the said company to account to said Fessenden, Thompson & Co. for any surplus proceeds of such sale, after paying all charges and expenses. And whereas it is further agreed on the part of the said Fessenden, Thompson & Co. that in case of a total loss and abandonment under the risks assured by the said company as aforesaid, or in case of a sale as aforesaid of said brig by the said company, under the foregoing stipulations, said Fessenden, Thompson & Co., their heirs, executors and administrators shall make, execute and deliver to the said company, or to any person named by them for this purpose, another bill of sale of said brig and appurtenances, in which the register shall be recited, and any further documents that may be necessary for the transferring completely to said company, or such person as shall be named by said company, all the rights, interests and claims of said Fessenden, Thompson & Co., their heirs, executors and administrators, as being owner of said one-third part of said brig.

Now, therefore, the conditions of this obligation are such, that if the said Fessenden, Thompson & Co. shall abandon said brig to the said Commonwealth Insurance Company, for good and sufficient cause under this agreement, according to the above stipulations, or in case the said Fessenden, Thompson & Co., pays to the said company, at the expiration of said year and sixty days, the amount that may be due to them on said loan and interest, according to the foregoing stipulations, after the deduction of any losses that may be due hereon from said company to said Fessenden, Thompson & Co., then this bond is to be void and of no effect, otherwise to remain in full force.

Witness our hands and seals, at Boston aforesaid, the day and year first above written.

Signed, sealed and delivered, in the presence of us,

CHARLES B. FESSENDEN, [L. S.]
JERET B. THOMPSON, [L. S.]
BENJ. H. SKINNER, [L. S.]
Per JERET B. THOMPSON, *Att'y*, [L. S.]
JOHN SKINNER. [L. S.]

Know all men by these presents, that the Commonwealth Insurance Company, named within, in consideration of the sum of two

thousand dollars paid by Manassah Knight of said Boston, does hereby assign, transfer, set over, release, remise, and forever quit claim unto the said Knight, his heirs and assigns, forever, all the right, title, interest and estate in and to the foregoing Bottomry bond, and the rights and advantages thereunto accruing.

Witness the hand of the secretary of said company duly authorized, and the seal of said company hereto affixed, this twenty-first day of February, A. D. 1838. [L. S.]

JOHN STEVENS.
Comm. Insurance Co.

Signed in presence of
JAMES P. WHITNEY.

We the committee authorize and approve the foregoing transfer.
LUNA CRANE,
N. MAYRE, Jr.
DANIEL DRAPER.

By the Commonwealth Insurance Company:

This policy of insurance witnesseth that the President and Directors of the Commonwealth Insurance Company in the city of Boston, do by these presents cause Fessenden, Thompson, & Co., to be insured lost or not lost, two thousand dollars on one-third of the brig Attila, at and from Boston, to, at, and from all ports and places to which she may proceed for and during the term of one year, that is, from the twenty-first day of December, 1836, at noon, until the twenty-first day of December, 1837, at noon; and in case said brig should be at sea on the expiration of said term of one year, then this policy shall continue in force until her arrival at her port of destination, the assured to pay pro rata premium therefor; whereof is master for this present voyage, or whosoever else shall be master in the said vessel, or by whatsoever other name or names the said vessel or master thereof, is, or shall be named or called, beginning the adventure upon the said brig as aforesaid, and to continue during the voyage aforesaid on the vessel until she shall be arrived and moored at anchor twenty-four hours in safety, and on the property until landed.

And it shall be lawful for the said vessel in her voyage to proceed and sail to, touch and stay at any ports or places, if thereunto obliged by stress of weather or other unavoidable accidents, without prejudice to this insurance.

Touching the adventures and perils which the said insurance company are contented to bear and take upon them in this voyage, they are, of the seas, fire, enemies, pirates, assailing thieves, restraints, and detainments of all kings, princes, or people of what nation or quality soever, barratry of the master (unless the insured be owner of the vessel) and of mariners, and all other losses and misfortunes which have or shall come to the damage of the said brig or any part thereof, to which insurers are liable by the rules and

customs of insurance in Boston, provided that the insurers shall not be liable for any partial loss on hemp and flax unless the loss amount to twenty per cent. on the whole aggregate value of such articles, nor for any partial loss on sugar, flax seed, bread, tobacco, and rice, unless the loss amount to seven per cent. on the whole aggregate value of such articles, nor for any partial loss on salt, grain, fish, fruit, hides, skins, or other goods that are esteemed perishable in their own nature unless it amount to seven per cent. on the whole aggregate value of such articles and happen by stranding, nor for any partial loss on other goods, or on the vessel or freight unless it amount to five per cent., exclusive, in each case of all charges and expenses incurred for the purpose of ascertaining and proving the loss, but the owners of such goods shall recover on a general average, and in case of any loss or misfortune it shall be lawful for the insured, their factors, servants, and assigns, to sue, labor and travel for in and about the defence, safeguard and recovery of the said brig or any part thereof without prejudice to this insurance, to the charges whereof the said insurance company will contribute in proportion as the sum insured is to the whole sum at risk, and so the president and directors aforesaid are contented and do hereby bind the capital, stock, and other common property of the said insurance company to the insured, their executors, administrators and assigns, for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance by the insured, at and after the rate of five per cent.

And it is hereby agreed that if the insured shall have made any other insurance upon the brig aforesaid prior in date to this policy, then the said insurance company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage or from one port of lading or discharge to another, and the said insurance company shall return the premium or a rateable part thereof upon so much of the sum by them insured or for such part of the voyage as they shall be exonorated from by such prior insurance, provided that no return premium shall be made for any passage whereon the risk has once commenced. And in case of any insurance upon the said brig, whether it be for the whole or part of the voyage subsequent in date to this policy, the said insurance company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent insurers, and shall accordingly be entitled to retain the premium by them received in the same manner as if no subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note if unpaid and all sums due to the company from the insured when such loss becomes due, being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said president and directors, they discounting interest for anticipating payment. It is also agreed

that in case of capture or detention, the insured shall not have the right to abandon therefore until proof is exhibited of condemnation or of the continuance of the detention by capture or other arrest for at least ninety days, and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall in such case have liberty to proceed to another port not blockaded and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised, and that the acts of the insured or insurers in recovering, saving, and preserving the property insured in case of disaster shall not be considered a waiver or acceptance of an abandoment.

It is also agreed that the insurers shall not be answerable for any charge, damage or loss which may arise in consequence of seizure or detention for or on account of illicit or prohibited trade or trade in articles contraband of war, but the judgment of a foreign consular or colonial court shall not be conclusive upon the parties as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed that this policy shall be void in case of its being assigned, transferred or pledged without the previous consent in writing of the insurers.

It is also agreed that the insured shall not have the right to abandon the vessel for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment as of a partial loss, shall exceed half the amount insured, and in case of a total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew for wages earned or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship owners, even although the same should be allowed or paid under the name of salvage and not as wages, and shall accordingly be deducted in adjusting the loss.

It is further agreed that if any dispute shall arise relating to a loss of this policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

The company are not liable for wages or provisions except in general average.

In witness whereof, the President of the said Commonwealth Insurance Company hath hereunto subscribed his name and caused the same to be countersigned by their secretary at their office in Boston, this twenty-first day of December, one thousand eight hundred and thirty-six.

J. STEVENS,
Secretary.

And William Rawle, Esquire, another of the attorneys of the said court, also comes into the said court, and exhibits the plea and answer of Charles B. Fessenden, Jeremiah B. Thompson and Benjamin H. Skinner, merchants, to the libel aforesaid, and the same being also read and filed, is in the words following, to wit:

To the Honorable Joseph Hopkinson, Judge of the District Court of the United States for the Eastern District of Pennsylvania.

And now Charles B. Fessenden, Jeremiah B. Thompson, and Benjamin H. Skinner, of the city of Boston, merchants, intervening for their interest in the brig Attila, —— Hall, master, appear before this honorable court and for plea to the libel and complaint of Manassah Knight, respectfully say—

That this honorable court has not jurisdiction of and ought not to proceed to enforce the claim alleged in the said libel against the one third part of the said brig Attila or against them the respondents intervening for their interest therein. And the said Charles B. Fessenden, Jeremiah B. Thompson and Benjamin H. Skinner for answer to the said libel and complaint of Manassah Knight, respectfully shew—

That true it is that the Commonwealth Insurance Company in the said libel mentioned, did, on the twenty-first day of December in the year of our Lord one thousand eight hundred thirty-six, loan and advance to these respondents, under the firm of Fessenden, Thompson & Co. the sum of two thousand dollars at bottomry on the body, tackle and furniture of one-third part of the brig Attila, of Boston, the said Fessenden, Thompson & Co. being sole owners of the said one-third part, and ——— Hall, being then master thereof and the said brig then lying and being in the port of Boston and bound on a voyage to Genoa, upon the terms and conditions set forth in the bond, a copy of which is annexed to the said libel and forms part thereof.

And the respondents admit that the term of one year and sixty days has fully expired since the date of the said bond, and that the said brig did arrive at the port of Philadelphia, but whether she arrived there on the twenty-sixth day of April, A. D. one thousand eight hundred and thirty-eight they do not know, and pray that if the libellant deems that part material he may be required to make due proof thereof. And whether the said the Commonwealth Insurance Company did or did not on the twenty-first day of February A. D. one thousand eight hundred and thirty-eight or at any other time, for the consideration of two thousand dollars or for any other consideration, transfer, set over, release, remise and forever quit claim unto the libellant, his heirs and assigns, all the right, title, interest and estate of the said Commonwealth Insurance Company in and to the said instrument of bottomry and hypothecation as in the said libel is stated, these respondents do not know and they pray that the libellant may be required to make due proof

thereof, and these respondents aver that after the execution of the said instrument of bottomry or hypothecation and before the supposed transfer by the said the Commonwealth Insurance Company to the libellant in his said libel alleged to have been made, to wit, on the twenty-first day of December, A. D. one thousand eight hundred and thirty-six these respondents caused to be made a cerwriting, commonly called a policy of insurance, purporting thereby and containing therein that the said the president and directors of the Commonwealth Insurance Company, in the city of Boston, did cause these respondents' by the name of Fessenden, Thompson & Co. for whom it concerns payable to Robert Trueman, to be insured lost or not lost ten thousand dollars on eight hundred and nine (809) bags coffee, valued at said sum, including premium (749 bags marked J. A. M. & Co. numbered 1 a 10 and 14 a 18 and sixty bags marked J. A. M. & Co. V. No. 25 and V No. 26,) on board the brig Attila; also, thirty-seven hundred dollars on three hundred (300) bags coffee, valued at thirty-seven hundred dollars, including premium, (marked J. A. M. & Co. numbered 18 a 24 fifty bags each,) on board said brig at and from Boston to Genoa, beginning the adventure upon the said coffee as aforesaid and to continue during the voyage aforesaid and until landed, and that it should be lawful for the said vessel in her voyage to proceed and sail to, touch and stay at any ports or places if thereunto obliged by stress of weather or other unavoidable accidents, without prejudice to said insurance. And that touching the adventures and perils which the said Insurance Company were contented to bear and take upon them in that voyage, they were of the seas, fire, enemies, pirates, assailing thieves, restraints and detainments of all kings, princes and people of what nation or quality soever, barratry of the master, (unless the insured be owner of the vessel,) and of mariners and all other losses and misfortunes, which have or shall come to the damage of the said coffee or any part thereof, to which insurers are liable by the rules and customs of insurance in Boston, and that in case of any loss or misfortune, it should be lawful for the insured, their factors, servants and assigns to sue, labor, and travel for, in, and about the defence, safeguard and recovery of the said coffee or any part thereof, without prejudice to that insurance, to the charges whereof the said Insurance Company would contribute in proportion as the sum insured is to the whole sum at risk; and so the said president and directors aforesaid were contented and did thereby bind the capital stock and other common property of the said Insurance Company to the insured, their executors, administrators and assigns for the true performance of the premises, confessing themselves paid the consideration due unto them for that insurance by the insured at and after the rate of one and one quarter per cent., as by the said writing or policy of insurance here produced to this honorable court, signed by the said president of the Commonwealth Insurance Company, and counter-

signed by the secretary thereof, bearing date the twenty-first day of December, A. D. one thousand eight hundred and thirty-six, will more fully appear. And these respondents further say, that afterward the said Robert Truman, in the said writing or policy of insurance mentioned, did in writing authorize and direct the said "The Commonwealth Insurance Company" to pay any amount that might be due on the said writing or policy of insurance to these respondents, Fessenden, Thompson & Co. the owners, for whom the insurance was made, and that their receipt should be a discharge in full to the said "The Commonwealth Insurance Comny?"

And these respondents further say that after the execution of the said writing or policy of insurance and until the time of the loss hereinafter mentioned the said brig was loaded with the said eight hundred and nine bags of coffee, of the value of ten thousand dollars, and the said three hundred bags of coffee of the value of thirty-seven hundred dollars, and that the said brig so laden and insured, afterwards, to wit, on or about the twenty-first day of December, A. D. one thousand eight hundred and thirty-six set sail and departed from Boston on her said voyage to Genoa, and afterwards, and before the said supposed transfer and assignment of the said instrument of bottomry and hypothecation alleged to have been made by the said The Commonwealth Insurance Company to the libellant, to wit, on the day of A. D. one thousand eight hundred and thirty-seven the said brig with the goods and merchandize aforesaid, sailing and proceeding on the said voyage from Boston to Genoa according to the tenor of the said writing or policy of insurance and before her arrival at the port of her destination, met with tempests and perils of the seas by which the said eight hundred and nine bags of coffee were damaged and injured to the extent of twenty-three and .9,394 per cent., and the said three hundred bags of coffee were injured and damaged to the extent of twenty-seven–742 per cent. by reason whereof the said The Commonwealth Insurance Company became liable to pay to these respondents the sum of two thousand six hundred and seventy-nine dollars and sixty-six cents, being the amount of the loss accruing on the said one hundred and nine bags of coffee, and the sum of eleven hundred and fifty-one dollars and eighty-three cents, being the amount of the loss accruing on the said three hundred bags of coffee according to the tenor and effect of the said writing or policy of insurance ; and these respondents further say that the said The Commonwealth Insurance Company have not paid to these respondents nor to any other person or persons either of the said sums of money or any part thereof, and the same remain wholly unpaid, and that the said The Commonwealth Insurance Company have become and still continues to be utterly insolvent and unable to pay the same.

The respondents therefore respectfully pray this honorable court to decree that so much of the said sums of money so due and owing to these respondents by the said The Commonwealth Insurance

Company as may be needful to satisfy the claim of the libellant (if any he have by reason of the matters and things in his libel stated) may be set off against his said claims, and that the said libel may be dismissed with costs.

WILLIAM RAWLE,
For Respondents.

To the Honorable Joseph Hopkinson, judge of the district court of the United States for the eastern district of Pennsylvania:

And now, Charles B. Fessenden, Jeremiah B. Thompson, and Benjamin H. Skinner, by leave of the court here given, come and amend the plea and answer heretofore filed in this honorable court to the libel of Manassah Knight, alleged special assignee of the Commonwealth Insurance Company, against the body, tackle and furniture of one third part of the brig Attila, of Boston, Hall, master, and as an amendment to the said answer, do say:

That in the month of December, 1836, the respondents were co-partners in trade in the city of Boston, under the firm of Fessenden, Thompson & Company, and the owners of the one-third part of the brig Attila, in the said libel mentioned.

That in the said month of December they borrowed of the Commonwealth Insurance Company the sum of two thousand dollars, and as security for the repayment thereof executed the bond in the said libel mentioned, bearing date the twenty-first day of December, in the year aforesaid, whereby the said one-third part of the said vessel was transferred in pledge or mortgage to the said corporation, as by reference thereto will appear. That there was no agreement or understanding between the said company and the members of the said firm that the money so loaned should be applied to the use of the said vessel, or for defraying her expenses or providing a cargo for her, or that the same should be in any wise expended in or about the said vessel or her voyages. That in consideration of the execution of the said bond they received from the said company a check on a bank in Boston, payable at a future day, and that the amount thereof was not collected or received until the said vessel had sailed on a foreign voyage and was not nor was any part thereof expended in or upon the said vessel, nor was the said money taken up, used or expended in or about the purposes of any voyage or voyages of the said vessel, but was used and expended in and about the business of the respondents in general.

And the respondents hereto annex the affidavit of the above named Charles B. Fessenden ahd Jeremiah B. Thompson, setting forth the facts above stated, which they pray may be taken as part of their amended answer.

WILLIAM RAWLE,
For the Respondents.

Jeremiah B. Thompson one of the respondents above named being duly sworn says, that the facts set forth in the above and foregoing amendment to the said respondents answer are true.

JEREH. B. THOMPSON.

Sworn and subscribed to this 18th day of October 1838.

JOHN R. VOGDES,
Alderman.

MASSACHUSETTS, *Suffolk, ss.*

City of Boston, October 3, 1838.

Then Jeremiah B. Thompson and Charles B. Fessenden of said Boston, merchants, personally appeared and being first sworn deposed and said, that in the month of December 1836, they with one Benjamin H. Skinner now absent from this State and country, were co-partners under the firm of Fessenden, Thompson & Company, and the owners of one third part of a certain brig or vessel called the Attila. That in the said month of December they borrowed of the Commonwealth Insurance Company the sum of two thousand dollars, and as security for the repayment thereof, executed a certain bond bearing date the twenty-first day of said December, whereby the said one third part of said vessel was transferred in pledge or mortgage to the said corporation, as by reference thereto will appear.

That there was no agreement or understanding between said company and the members of the said firm, that the money so loaned should be applied to the use of the said vessel or to defraying her expenses or providing a cargo for her, or that the same should be in any wise expended in or about the said vessel or her voyages.

That in consideration of the execution of the said bond they received from said company a check on a bank in said Boston payable at a future day, and that the amount thereof was not collected or received until the said vessel had sailed on a foreign voyage and was not nor was any part thereof expended in or upon said vessel, nor was taken up, used, or expended, in, or about the purposes of any voyage or voyages of the said vessel, but was used and expended in and about their business in general.

CHARLES B. FESSENDEN.
JEREH. B. THOMPSON.

Sworn to before me,

F. C. LORING,
Justice of the Peace.

To the Honorable Joseph Hopkinson, Judge of the District Court of the United States for the Eastern District of Pennsylvania.

The replication of Manasseh Knight, libellant, to the answer of Charles B. Fessenden, Jeremiah B. Thompson and Benjamin H. Skinner, respondents.

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto saith, that he will aver and prove his libel to be true, certain and sufficient in the law to be answered unto, and that the said answer of said defendants, is uncertain, insufficient, and untrue to be replied to by this repliant, without this that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied to, confessed and avoided, traversed or denied is true, all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said libel he hath already prayed.

J. R. INGERSOLL,
For the Libellant.

DISTRICT COURT OF THE UNITED STATES,
Eastern District of Pennsylvania.

MANASSAH KNIGHT
vs.
The Brig ATTILA. } Libel for Bottomry Bond.

It is agreed that the accompanying interrogatories, on the part of the libellant and on the part of the respondents, may be answered, and the replies sworn to before any person authorized to administer oaths, provided that three days notice shall be given by either party to the other, of the time and place of having the depositions taken in Boston, and ten days of the time and place of taking the depositions in Buffalo.

J. R. INGERSOLL,
For the Libellants.

October 5th, 1838.

WILLIAM RAWLE,
For Respondents.

November 6th, 1838.

IN THE DISTRICT COURT OF THE UNITED STATES,
Eastern District of Pennsylvania.

MANASSAH KNIGHT
vs.
The Brig ATTILA.

Interrogatories for witnesses who may be produced and examined on the part of the Libellant, at Boston.

1. Have you or have you not any knowledge of a bottomry bond, given by Charles P. Fessenden and others, to the Commonwealth

Insurance Company, on or about the twenty-first day of December, 1836, and of an alleged assignment of the same by the said company to the libellant? Please to state how your knowledge arose? In what relation do you stand towards the said company? And in what relation did you stand towards the said company at the time when the said bond was given, and when the said assignment was made?

2. Please to examine the document exhibited to you, purporting to be the said bottomry bond, and the assignment thereon. Is or is not the document so exhibited the true and original bond given as aforesaid? Was or was not the assignment exhibited executed in your presence? Is or is not the seal attached to said assignment the true and genuine seal of the said Commonwealth Insurance Company? For what consideration was the said assignment made? At what time was it executed? By whom was the execution thereof witnessed? Was or was not the same authorized and approved by the said company or its duly authorized representatives?

3. Were or were not notices prepared and given to the obligors on the said bottomry bond when the same became due and payable? By whom were such notices prepared and given, and at what time? In what manner and upon whom were they served? Please to annex a copy thereof to your answers to these interrogatories?—Were or were not notices prepared and given of the assignment of the said bottomry bond? By whom were such notices prepared and given, and at what time? In what manner and on whom were they served? Annex copies of such notices to your answers to these interrogatories; and state whether any claim of set-off or otherwise was made at the time of giving such notices? Has or has not the said company at any time received notice of a claim to an off-set to the said bond, or that the said company was under an obligation to pay any thing to Fessenden, Thompson, & Co., or any thing to that effect? Have you any knowledge whatever of an assignment from Robert Trueman to Fessenden, Thompson, & Co? When did that assignment occur, if it ever has taken place at all? When did you first hear it spoken of, and by whom was it then mentioned?

4. Has or has not any claim been made on the said insurance company under policy No. 13094, dated December 21, 1836, and purporting to cause Fessenden, Thompson, & Co, for whom it concerns, payable to Robert Trueman, to be insured, lost or not lost, ten thousand dollars on 809 bags of coffee, and thirty-seven hundred dollars on 300 bags of coffee, shipped on board the brig Attila, from Boston to Genoa? By whom was that claim made, and at what time? What was the nature and amount of said claim? Was it or was it not paid? If not paid, what were the objections to its payment? State fully and particularly all that occurred between the assured and insurer in relation thereto. Has the claim been pursued and insisted on, or has it been abandoned?

5. Did or did not the obligors, or any of them, at any time make application to the company for a renewal of the said bottomry bond? When was such application made, and by whom? State all that occurred in relation thereto.

6. For what purpose or object was the money borrowed for which the bottomry bond was given? Was or was not the object connected with the voyage of the Attila? State the communications of the obligors, or any of them, at the time when the loan was applied for, and all that occurred in relation thereto.

7. Do you know any thing further that may be material to the libellant? If so, set forth the same particularly and at large, as if you were specially interrogated in relation thereto.

J. R. INGERSOLL,
For the Libellant.

October 4, 1838.

IN THE DISTRICT COURT OF THE UNITED STATES,
Eastern District of Pennsylvania.

MANASAH KNIGHT
vs.
The Brig ATTILA.

Interrogatories to be administered to witnesses who may be produced and examined on the part of the Respondents, in Boston.

1. Have you or have you not any knowledge of a certain bond given by Charles B. Fessenden, Jeremiah B. Thompson, and Benjamin Hurd Skinner, as principals, and John Skinner, as surety, to the Commonwealth Insurance Company, of Boston, dated the twenty-first of December, 1836, whereby Fessenden, Thompson, & Co. hypothecated and pledged the body, tackle, and furniture of one-third part of the brig Attila, of Boston, to the said insurance company, to secure the payment of the sum of two thousand dollars, loaned by the said insurance company to the said Fessenden, Thompson, & Co.? If aye, state the object for which the said loan was made, whether or not it was for the purpose of equipping, fitting out, or furnishing the said brig, or for procuring a cargo for her, or for any purpose connected with her then intended voyage; or whether or not the said loan was for the purposes of the general business of the borrowers? State when and in what manner the money so loaned was paid by the lenders to the borrowers, and in what manner the same was applied and used; state also the relation in which you then stood and now stand to the lenders or borrowers, and what were and now are your sources of knowledge as to the character of the said loan.

2. Have you or have you not any knowledge of a policy of insurance, dated the twenty-first of December, 1836, purporting to have been executed by the President and Directors of the Commonwealth Insurance Company in the city of Boston, whereby the

said insurance company caused Fessenden, Thompson & Co., whom it concerns, payable to Robert Trueman, to be insured, lost or not lost, ten thousand dollars on 809 bags of coffee, valued at that sum, and thirty-seven hundred dollars on 300 bags of coffee, valued at that sum, on board the brig Attila, at and from Boston to Genoa; and of an order purporting to be signed by the said Robert Trueman, directing the said insurance company to pay any amount that may be due on the said policy to Fessenden, Thompson & Co.? State from what sources your knowledge arose; whether or not you are acquainted with the handwriting of John K. Simpson the president, and J. Stevens the secretary, of the said insurance company, at the time the said policy bears date, and with the handwriting of the said Robert Trueman? State what are your means of knowing the handwriting of those persons respectively.

3. Please to examine the document purporting to be the said policy of insurance, and the order written on the same sheet with the said policy. Is or is not the document now exhibited the true and original policy of insurance above mentioned, and are or are not the names "John K. Simpson" and "J. Stevens," thereto subscribed, in the proper handwriting of the president and secretary of the said insurance company respectively, at the time the said policy bears date? State whether or not the whole or any part, and what part of the said order is in the proper handwriting of the said Robert Trueman; and particularly whether or not the signature "Rob. Trueman," subscribed to the said order, is in the proper handwriting of the said Robert Trueman mentioned in the said policy of insurance.

4. Do you or do you not know whether the coffee, mentioned in the said policy of insurance, was shipped on board the said brig Attila about the twenty-first of December, 1836, on the voyage in the said policy mentioned? State how many bags were so shipped, when, by whom, and to whom the same belonged; annex to your answer the original invoices and bills of lading, if they are in your possession, and if not, annex copies of the same, if in your power to do so.

5. Was or was not any of the said coffee damaged during the said voyage? If aye, state particularly by what causes the same was damaged, when it was ascertained that the said coffee was damaged, how many bags thereof were damaged, and to what extent the same was damaged. State what was your situation in the said brig during the said voyage, and what are your means of knowledge of the matters in relation to which you are interrogated.

6. Please to state whether or not, when the said brig arrived at Genoa, the coffee which was damaged was sold, and if it was sold, whether it was sold at public or private sale, or how it was sold, and for how much the same was sold.

Please to state whether or not the coffee which was sound was sold or appraised; and if sold, state in what manner, and for how much the same was sold. If it was appraised, state when, by

whom, and at how much the same was appraised; and please to annex to your answer any documents in your possession touching the matters now enquired of.

7. Was any statement or adjustment of loss alleged to have been sustained by the respondents under the said policy made; and if aye, when and by whom was the same made? Was the same shewn to and agreed to by the said insurance company? Annex to your answer the original statement or adjustment, if in your possession, and if not, a copy thereof.

8. Were any proofs of the said alleged loss exhibited to the said insurance company, or to its officers? If aye, state what proofs were so exhibited, when, by whom, and to whom the same were exhibited.

9. Was any claim made by the insurers upon the said company for payment of the said alleged loss? If aye, state when such claim was made, by whom and to whom the same was made; whether any objection was made to the payment of the said loss; and if any objections were made, state particularly what the objections were.

10. Do you know any other matter or thing which may be beneficial to the respondents? If aye, state the same as fully as if you were particularly interrogated thereon.

WILL. RAWLE,
For Respondents.

Nov. 6, 1838.

Deposition of John Stevens.

I, John Stephens of Boston, in the county of Suffolk and State of Massachusetts, Secretary of the Commonwealth Insurance Company, having been previously examined, cautioned and sworn, do hereby depose as follows, in answer to interrogatories on behalf of libellant.

To the first interrogatory, he says: I have knowledge of said bond and of the assignment thereof to Manassah Knight. I wrote the bond and the assignment. I was and am secretary of the Commonwealth Insurance Company. I was secretary when the bond and assignment were made. My knowledge thereof arose from my being secretary of the company.

To the second interrogatory, he says: I have examined the document exhibited to me, purporting to be the Bottomy bond, and the assignment thereon. This document is the true and original bond given as aforesaid. I executed the assignment on behalf of the office. The seal attached to said assignment is the true and genuine seal of said commonwealth insurance office. The consideration of the assignment was a loss on two policies of insurance amounting to over four thousand dollars, I think forty-seven hundred and fifty. The assignment was made on the twenty-first

day of February, A. D. 1838. The execution was witnessed by James P. Whitney. The same was approved by the committee of investigation duly appointed by the company; and I was directed by a vote of the directors to transfer any debts due to the company by the direction and approbation of this committee.

[The Bottomy bond is hereunto annexed, marked A. G. S. H.]

To the third interrogatory, he says: Notices were prepared to the obligees on said Bottomy bond, when it became due, by me, and they were served on them by George A. Bartlett. They were prepared and sent on the nineteenth day of February, A. D. 1838. I cannot annex a copy, as I retained none. They stated, in substance, that the bond was due, and requested payment of the same. I do not know of my own knowledge that notices of the assignment were prepared, nor whether any claim of set-off was made at the time of giving such notices. The said company has never at any time received notice of a claim to an off-set to the said bond, or that the company was under an obligation to pay any thing to Fessenden, Thompson & Co., nor any thing to that effect. I have no knowledge whatever of an assignment from Robert Trueman to Fessenden, Thompson & Co. I don't know when it occurred. I first heard it spoken of by Mr. Alfred Greenough, in June or July last, I think. He said he understood that the assignment had been made.

To the fourth interrogatory, he says: A claim has been made on the said insurance company, under policy No. 13094, dated December 21st, 1836, and purporting to cause Fessenden, Thompson & Co., for whom it may concern, payable to Robert Trueman, to be insured, lost or not lost, ten thousand dollars on 809 bags of coffee, and thirty-seven hundred dollars on 300 bags of coffee, shipped on board the brig Attila from Boston to Genoa. The claim was made by Robert Trueman on the 24th day of July, 1837. The claim was for an alleged partial loss on said coffee, and the amount claimed was thirty-eight hundred and thirty-one dollars and 49 cents. It was not paid. The objections were, that in comparing the value of the sound and damaged coffee at Genoa, to ascertain the measure of the loss, the basis of the value of the sound coffee was taken from brokers' estimates instead of actual sales. Some time in the month of August, A. D. 1837, Mr. Trueman came to the office to talk upon this subject, and was referred by the president to me. I stated the objections to the payment of the loss as I have just now deposed, and asked for the actual sales of the sound value. He stated that we had nothing to do with the actual sales, that his house had settled their accounts with Fessenden, Thompson & Co., and accounted for this claim, and that he must collect it. In November, and also in December last, Mr. Samuel D. Parker, a lawyer, called at the office, and said that something must be done about it, or else that an action must be brought. I did not give him his answer the first time, but when he called in December, I told him the office adhered to their original determi-

nation. I do not know whether the claim has been pursued or abandoned. We have heard nothing further from it at the office.

To the fifth interrogatory, he says: Mr. Skinner, the surety on the bond, made an application to the company for its renewal. I think it was in the early part of December last. Mr. Skinner proposed the renewal of the bond, which we declined, stating that we had large amounts to pay for losses, and that we required it. He then proposed that we should wait some 4 or 6 months for the payment, and he would give us notes with the bond; this we declined, stating, as before, that we wanted the money.

To the sixth interrogatory, he says: I don't know to what purpose the money was applied, or for what purpose it was borrowed. I don't remember that any particular purpose was stated. I don't know whether the object was connected with the voyage of the Attila. I recollect no communications of the obligors, or any of them, except that Mr. Fessenden did the business, and said he wanted the money. The conversation was of a general nature. The office at first declined to make the loan, but subsequently consented, and borrowed money for that purpose.

To the seventh interrogatory, he says: I know of nothing further.

JOHN STEVENS.

Answers to Interrogatories on behalf of the Respondents.

In answer to the first interrogatory, he says: I know that a bond, such as is hereby enquired of, was given to the Commonwealth Insurance Company, executed by the parties named in this interrogatory, to secure the payment of two thousand dollars and interest, (marine interest, which includes a premium for insurance,) loaned by the said company to Fessenden, Thompson & Co. I don't know the object for which the loan was made, or to which it was applied. I supposed it to be for the general business of the borrowers. We gave the borrowers a check, for the amount of the loan, on the Commonwealth bank, dated December 21st, 1836, which check was duly paid. I don't know in what manner it was applied and used. I am now, and was then, secretary of the Commonwealth Insurance Company, and derive my knowledge from that source.

In answer to the second interrogatory, he says: Such a policy as is hereby enquired of, was executed by Mr. Simpson, as president, and myself, as secretary. I know nothing of any such order as is hereby enquired of; I never saw such an order. I am acquainted with the handwriting of Mr. Simpson, and with my own. I have often seen Mr. Simpson write. I am not acquainted with the handwriting of Mr. Trueman.

In answer to the third interrogatory, he says: The document now exhibited to me is the true and original policy of insurance above mentioned, and the names of John K. Simpson and J. Ste-

vens, thereto subscribed, are in the proper handwriting of the president and secretary of said insurance company, respectively, at the time said policy bears date. I never saw the order before, and do not know in whose handwriting it is; it never was presented to the office for their assent, to my knowledge, as is provided in the policy.

In answer to the fourth interrogatory, he says: I am not able to answer this interrogatory.

In answer to the fifth interrogatory, he says: I am not able to answer this interrogatory.

In answer to the sixth interrogatory, he says: I am not able to answer this interrogatory.

In answer to the seventh interrogatory, he says: A statement of the loss sustained by the respondents was made up and presented to the office, with the accompanying documents. I can't say by whom, or when, the statement was made up. It was not agreed to by the said insurance company. I cannot annex the statement, or a copy.

In answer to the eighth interrogatory, he says: Proofs of the said alleged loss were exhibited to the insurance company, as above stated. The protest and other papers were exhibited to the president by Mr. Trueman.

In answer to the ninth interrogatory, he says: Mr. Robert Trueman made a claim upon the company for payment of the said loss on the twenty-fourth day of July, 1837. The objections were, that in stating the prices of the sound and damaged coffee at Genoa, to ascertain the measure of the loss; the basis of the sound value was taken from brokers' estimates, instead of actual sales.

In answer to the tenth interrogatory, he says: I know of nothing further to the benefit of the respondents.

JOHN STEVENS.

Deposition of Gilman F. Besent.

I, Gilman F. Besent, of Boston, in the county of Suffolk, and State of Massachusetts, clerk in a counting room, having been previously examined, cautioned, and sworn, do hereby depose as follows, in answer to interrogatories proposed on behalf of libellant and respondents.

I am not able to answer to any of the interrogatories on behalf of the libellant or respondents, except to a part of the third interrogatory on behalf of the libellant. I am a clerk, in the employment of Mr. Knight, the libellant, and left at the store of John Skinner a written notice, stating that the bottomry bond, mentioned in this interrogatory, had been assigned to Mr. Knight, that it was due, and requesting payment thereof. I think it was on the 22d day of February last; at any rate, it was the day the bond became due. I kept no copy of the notice, and cannot annex one. I don't know who wrote the notice.

GILMAN F. BESENT.

Second Deposition of Gilman F. Besent.

In addition to my former testimony, I now state, that a little while, within an hour, after the above mentioned notice was left, a member of the firm of Fessenden, Thompson & Co., whose name I did not know, came into Mr. Knight's store, and said they had received a notice from Mr. Knight that the bottomry bond had become due, and that it had been transferred to Mr. Knight. I know that he was a member of the firm of Fessenden, Thompson & Co., because he said "We have received a notice," &c.

GILMAN F. BESENT.

Deposition of George R. Bartlett.

I, George R. Bartlett, of Boston, in the county of Suffolk, and State of Massachusetts, scrivener, having been previously examined, cautioned, and sworn, do hereby depose as follows, in answer to interrogatories proposed on behalf of libellant and respondents.

I am not able to answer to any of the interrogatories on behalf of the libellant or respondents, except the third interrogatory on behalf of the libellant. To that I reply that notices were prepared and given to the obligors on said bottomry bond, when it became due and payable. I don't recollect who wrote the notices, but they were signed by Mr. Stevens. They were served by me: I don't recollect on what day; but it was the first day the bond became payable. I served three copies: one on Mr. Fessenden, one on Mr. Thompson, and one on Mr. Skinner, at their place of business on Shay's wharf. I have no copy, and cannot annex one. We do not keep copies of them. I am not able to answer the remainder of this interrogatory.

GEORGE R. BARTLETT.

MANASSAH KNIGHT *vs.* The Brig ATTILA. } Fessenden and others, Respondents and Claimants.

Notice is hereby given that depositions will be taken in the above cause before George S. Hillard, Esq., at his office in Boston, No. 4, Court street, on the sixteenth day of November, 1838, between the hours of nine in the morning and nine in the evening; and if not finished on that day, they will be proceeded in from day to day.

Notice is also given that depositions will be taken before , at Buffalo, in the State of New York, No. street, on the twenty-seventh day of November, 1838, between the hours of nine in the morning and nine in the evening; and if not finished on that day, they will be proceeded in from day to day.

R. CHOATE,
For the Libellants.

To Messrs. CHARLES B. FESSENDEN,
JEREMIAH B. THOMPSON, and
BENJAMIN H. SKINNER.

[Endorsed.]

SUFFOLK, *ss.* BOSTON, *Nov.* 12, 1838.

By virtue hereof, I this day summoned the within named Chas. B. Fessenden, Jeremiah B. Thompson and Benjamin H. Skinner, to appear at the time and place within appointed, by giving in hand an attested copy of the within notice to Charles G. Loring, Esquire, their attorney.

Fees, summons, and travel	94
Copy - - -	50
	$1 44

W. FREEMAN,
Deputy Sheriff.

A.

Know all men by these presents, that we Charles B. Fessenden, Jeremiah B. Thompson and Benjamin Hurd Skinner, under the firm and style of Fessenden, Thompson & Co. of Boston, in the county of Suffolk and Commonwealth of Massachusetts, merchants, as principals, and John Skinner of Charlestown in the county of Middlesex, and Commonwealth aforesaid, merchant, as surety, are held and firmly bound unto the Commonwealth Insurance company (an insurance corporation established in said Boston,) in the just and full sum of four thousand dollars, money of the United States of America, for the payment of which sum, well and truly to be made, we hereby firmly bind ourselves jointly and severally and our respective heirs, executors and administrators by these presents, dated at Boston aforesaid, this twenty-first day of December, in the year of our Lord one thousand eight hundred and thirty-six.

Whereas the said Commonwealth Insurance Company hath this day loaned and advanced unto the said Fessenden, Thompson & Co., the sum of two thousand dollars, at Bottomry, on the body, tackle and furniture of the one third part of the brig Attila of Boston aforesaid, said Fessenden, Thompson & Co., being the sole owners of said one third part, whereof, Hall is at present master, now lying at Boston aforesaid, and bound on a voyage to Genoa, for the term of one year, from the twenty-first day of December aforesaid, at noon, at the marine interest of eleven per cent. for said period, the said brig and appurtenances for the purposes of this agreement being valued at the sum of ten thousand dollars, including the premium of insurance, which premium for the purposes of this agreement is estimated at five per cent., the said brig being at liberty to sail for any port or ports, place or places, and in any lawful voyage or voyages during said period.

And whereas, it has been further agreed between the parties, that the said company is to assume, and does hereby assume for the sum loaned on said brig as aforesaid, and interest for the said term of one year, the marine risks usually insured against in the Boston policies, according to the form of policy hereto annexed, both in port and at sea, the stipulations, rights and liabilities of the parties as to a total or partial loss, general average, abandonment and salvage to be the same as if said company insured said two thousand dollars on said brig and appurtenances, valued as aforesaid, by subscribing a policy of the annexed form. And whereas, the said Fessenden, Thompson & Co., have agreed to assign, pledge, mortgage, set over, transfer, and convey said brig and appurtenances, and by these presents do hereby transfer and convey the same to said company, in consideration of and as security for the said loan and interest. And whereas, it has been further agreed by said parties, that the said Fessenden, Thompson & Co., shall pay to said company whatever may be due to them on account of said loan, and marine interest thereon, according to the terms and conditions of this instrument, at the end of sixty days after the expiration of said period of one year, with interest on the same at the rate of six per cent. per annum, after the expiration of one year aforesaid, and until the same shall be paid. The said Fessenden, Thompson & Co., having the right to pay the same before the expiration of said sixty days if they shall choose so to do. And whereas, it is agreed by said Fessenden, Thompson & Co., that in case the amount of said loan and interest, or any part thereof, shall according to the terms of this agreement remain due and unpaid to said company, after the expiration of said sixty days, the said company may sell said brig and appurtenances at public auction, in order to satisfy what may remain due without any proceedings in court for the purpose of authorizing such sale, the said company to account to said Fessenden, Thompson & Co., for any surplus proceeds of such sale after paying all charges and expenses. And whereas, it is further agreed on the part of said Fessenden, Thompson & Co. that in case of a total loss and abandonment under the risks assured by the said company as aforesaid, or in case of a sale as aforesaid of said brig by the said company, under the foregoing stipulations, said Fessenden, Thompson & Co., their heirs, executors and administrators, shall make, execute and deliver to the said company, or to any person named by them for this purpose, another bill of sale of said brig and appurtenances, in which the register shall be recited, and any further documents that may be necessary for the transferring completely to said company or such person as shall be named by said company, all the rights, interest and claims of said Fessenden, Thompson & Co., their heirs, executors and administrators, as being owner of said one third part of said brig.

Now, therefore, the conditions of this obligation is such, that if the said Fessenden, Thompson & Co., shall abandon said brig to the said Commonwealth Insurance Company, for good and suffi-

cient cause under this agreement according to the above stipulations, or in case the said Fessenden, Thompson & Co., pays to the said company at the expiration of said year and sixty days, the amount that may be due to them on said loan and interest, according to the foregoing stipulations, after the deduction of any losses that may be due hereon from said company to said Fessenden, Thompson & Co., then this bond is to be void and of no effect, otherwise to remain in full force.

Witness our hands and seals at Boston aforesaid, the day and year first above written.

Signed, sealed and delivered in presence of us

CHA'S. B. FESSENDEN, [L. S.]
JEREH. B. THOMPSON, [L. S.]
BENJ. H. SKINNER, [L. S.]
Per JEREH. B. THOMPSON, *Att'ny.*
JOHN SKINNER. [L. S.]

Know all men by these presents, that the Commonwealth Insurance Company named within, in consideration of the sum of two thousand dollars, paid by Manassah Knight of said Boston, does hereby assign, transfer, set over, release, remise and forever quit claim unto the said Knight, his heirs and assigns forever, all the right, title, interest and estate in and to the foregoing bottomry bond, and the rights and advantages thereunder accruing.

Witness the hand of the secretary of said company duly authorized, and the seal of said company hereto affixed this twenty-first day of February, A. D. 1838. [L. S.]

JOHN STEVENS,
Secretary.

Signed in presence of
JAMES P. WHITING.

We the committee authorize and approve the foregoing transfer.

LUNA CRANE,
N. MAYRE,
DANIEL DRAPER.

By the Commonwealth Insurance Company.

No. 13089.

This policy of insurance witnesseth, that the President and Directors of the Commonwealth Insurance Company, in the city of Boston, do by these presents cause Fessenden, Thompson & Co., to be insured lost or not lost, two thousand dollars, on one third of the brig Attila, at and from Boston, to, at, and from all ports and places to which she may proceed, for, and during the term of one year, that is from the twenty-first day of December, 1836, at noon, until the twenty-first day of December, 1837, at noon, and in case

said brig should be at sea on the expiration of said term of one year, then this policy shall continue in force until her arrival at her port of destination—the assured to pay pro rata premium therefor—

whereof is master, for this present voyage,

or whosoever else shall be master in the said vessel, or by whatsoever other name or names the said vessel or master thereof is or shall be named or called, beginning the adventure upon the said brig as aforesaid, and to continue during the voyage aforesaid, on the vessel until she shall be arrived and moored at anchor twenty-four hours in safety, and on the property until landed.

sum insured $2,000.

And it shall be lawful for the said vessel in her voyage to proceed, and sail to, touch and stay at any ports or places if thereunto obliged by stress of weather, or other unavoidable accidents, without prejudice to this insurance.

Touching the adventures and perils which the said insurance company are contented to bear and take upon them in this voyage, they are of the seas, fire, enemies, pirates, assailing thieves, restraints, and detainments of all kings, princes, or people of what nation or quality soever; barratry of the master (unless the insured be owner of the vessel,) and of mariners and all other losses and misfortunes which have or shall come to the damage of the said brig, or any part thereof to which insurers are liable by the rules and customs of insurance in Boston, provided that the insurers shall not be liable for any partial loss on hemp and flax, unless the loss amount to twenty per cent. on the whole aggregate value of such articles, nor for any partial loss on sugar, flax seed, bread, tobacco, and rice, unless the loss amount to seven per cent. on the whole aggregate value of such articles, nor for any partial loss on salt, grain, fish, fruit, hides, skins, or other goods that are esteemed perishable in their own nature, unless it amount to seven per cent. on the whole aggregate value of such articles, and happen by stranding, nor for any partial loss on other goods, or on the vessel or freight, unless it amount to five per cent., exclusive in each case of all charges and expenses incurred for the pnrpose of ascertaining and proving the loss; but the owners of such goods shall recover on a general average. And in case of any loss or misfortune, it shall be lawful for the insured, their factors, servants, and assigns to sue, labor, and travel for, in, and about the defence, safeguard, and recovery of the said brig, or any part thereof, without prejudice to this insurance, to the charges whereof the said insurance company will contribute in proportion as the sum insured is to the whole sum at risk. And so the president and directors aforesaid are contented and do hereby bind the capital stock and other common property of the said insurance company to the insured, their executors, administrators, and assigns, for the true performance of the premises, confessing themselves

Whole brig valued at $10,000, premium included.

paid the consideration due unto them for this insurance by the insured at and after the rate of five per cent.

Premium 5 per cent. $100, policy 1, $101.

And it is hereby agreed that if the insured shall have made any other insurance upon the brig aforesaid prior in date to this policy, then the said insurance company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage or from one port of lading or discharge to another, and the said insurance company shall return the premium or a rateable part thereof upon so much of the sum by them insured, or for such part of the voyage as they shall be exonorated from by such prior insurance, provided that no return premium shall be made for any passage whereon the risk has once commenced. And in case of any insurance upon the said brig, whether it be for the whole or part of the voyage subsequent in date to this policy, the said insurance company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent insurers, and shall accordingly be entitled to retain the premium by them received, in the same manner as if no such subsequent insurance had been made. And in case of loss, such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note if unpaid, and all sums due to the company from the insured when such loss becomes due being first deducted, and all sums coming due being first paid or secured to the satisfaction of the said president and directors, they discounting interest for anticipating payment. It is also agreed that in case of capture or detention, the insured shall not have the right to abandon therefor until proof is exhibited of condemnation or of the continuance of the detention (by capture or other arrest) for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall in such case have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised, and that the acts of the insured or insurers in recovering, saving, and preserving the property insured in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed that the insurers shall not be answerable for any charge, damage, or loss which may arise in consequence of seizure or detention for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular or colonial court shall not be conclusive upon the parties as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations. It is also agreed that this policy shall be void in case of its being assigned, transferred, or pledged without the previous consent in writing of the insurers. It is also agreed that the insured shall not have the right to abandon the vessel for the amount of

damage merely, unless the amount which the insurers would be liable to pay under an adjustment as of a partial loss, shall exceed half the amount insured; and in case of a total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew for wages earned or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship owners, even although the same should be allowed or paid under the name of salvage, and not as wages, and shall accordingly be deducted in adjusting the loss. It is further agreed that if any dispute shall arise relating to a loss on this policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties. The company are not liable for wages or provisions except in general average.

It witness whereof, the President of the said Commonwealth Insurance Company hath hereunto subscribed his name, and caused the same to be countersigned by their secretary at their office in Boston, this twenty-first day of December, one thousand eight hundred and thirty-six.

J. STEVENS, *Secretary.*

Endorsed: This is the document exhibited to John Stephens, and testified to by him in his deposition taken before me in the case of Manassah Knight *vs.* The Brig Attila.

GEO. S. HILLARD.

UNITED STATES OF AMERICA,
District of Massachusetts, City of Boston.

On the sixteenth day of November, A. D. eighteen hundred and thirty-eight, came before me the above named deponents, John Stephens, Gilman F. Besent, and George R. Bartlett, and on the same day the deposition of John Stephens was commenced, and was completed on the seventeenth day of said November, on which day the depositions of Gilman F. Besent and George R. Bartlett were also taken.

Each deponent was duly examined, cautioned, and sworn to tell the truth, the whole truth, and nothing but the truth, and the several interrogatories and cross interrogatories were proposed to them, and the answers of each deponent were reduced to writing by me in his presence, and each deponent subscribed his deposition in my presence. The above depositions are taken to be used in a libel on a bottomry bond now pending in the district court of the United States for the eastern district of Pennsylvania, wherein Manassah Knight is libellant vs. the Brig Attila, and are taken on behalf of the libellant. Due notice of the time and place of taking the above depositions was given to Charles B. Fessenden, Jeremiah B. Thompson, and Benjamin H. Skinner, and Charles B. Fessenden was present at the taking of the deposition of John Stephens.

GEO. S. HILLARD.

Magistrate's fees	- -	$10 00
Deponent's do	- -	1 50

By consent of the counsel of the respective parties the deposition of Gilman F. Besent was taken before me a second time on the sixth day of February, A. D. eighteen hundred and thirty-nine, he being previously examined, cautioned and sworn to tell the truth, the whole truth, and nothing but the truth, and his additional deposition was reduced to writing by me and subscribed by him in my presence.

GEO. S. HILLARD.

Magistrate's fees, $2 00.
Deponent's do 50.

I agree that said notice of the time and place of taking the aforesaid deposition of Gilman F. Besent, was given by the libellant to the respondents.

LORINGS & DEHEU.

Feb. 6, 1839.

MANASSAH KNIGHT, Libellant,
vs.
Brig ATTILA and FESSENDEN & al. Respondents.

To the respondents and claimants in the suit in admiralty aforesaid.

I hereby give you notice to produce in court on the trial of said libel the papers heretofore left at your places of business respectively on the day when the bottomry bond on which said libel was brought became payable, communicating to you notice of the fact that the said bond had been assigned to the said Manassah Knight and demanding payment therefor.

MANASSAH KNIGHT.

6th Feb'y, 1839.

SUFFOLK, *ss. Boston, February 6th*, 1839.

I this day gave an attested copy of the above into the hands of Francis C. Loring, Esquire.

WM. FREEMAN,
Deputy Sheriff.

Fees, summous and travel,	34
Copy,	25
	59 cts.

DISTRICT OF MASSACHUSETTS,

Boston, Feb. 6, 1839.

Personally appeared the above named Waltron Freeman and made oath that the above declaration by him subscribed is true.

Before me.

GEO. S. HILLARD,
Comm. &c.

Deposition of James P. Whitney.

James P. Whitney, of Buffalo, in the county of Erie and State of New York, being sworn according to law to speak the truth in answer to the several interrogatories hereto annexed.

To the first interrogatory he says: I know of a bottomry bond given by Fessenden, Thompson & Company, and I think John Skinner, of Charlestown, Mass., was one of the sureties to the Commonwealth Insurance Company.

It was made on or about the twenty-first day of December, 1836. I saw an assignment of the bond made by the secretary of said company to said libellant. Before I knew any thing of said bond the said company insured a vessel for me then at sea for about the sum of $4,700, which vessel was lost. After the insurance money became due, I transferred my claim on the company for the vessel to the said libellant. He the said libellant negotiated with the company, and urged ——— to give up that claim in exchange for the bottomry bond, spoken of in the said first interrogatory. I went to the office of the company with the libellant, and saw the assignment of the said bond to him, and the delivery up by him of the former claim of mine. I had no interest in the bonds at the time of the assignment.

To the second interrogatory, he says: I wrote notices for the libellant and sent one to Fessenden, Thompson & Co. by Charles Grimes, then in my employ as clerk, and one was sent to Skinner by Gilman F. Bessent, the libellant's clerk. They both returned and said they had served them upon the persons to whom they were directed. This was on the morning of the day the said bond became due or the third day of grace. I have kept no copies of the notices and consequently cannot annex any. The substance of the notice was that the bond had been transferred to the libellant, and that it could be found at his store, and requesting that the same might be paid to him previous to said assignment. I knew of no claim of an offset to said bond or that said company was under any obligation to pay any sum to Fessenden, Thompson & Co. on said bond, or any thing to that effect. I have no knowledge of an assignment from Trueman to Fessenden, Thompson & Co., and never heard it spoken of until I saw it mentioned in the said second interrogatory.

To the third interrogatory, he says: I know nothing further that may be material to the libellant.

JAMES P. WHITNEY.

STATE OF NEW YORK,
County of Erie, ss.

I certify that on this third day of January, A. D. 1839, James P. Whitney came before me, the subscriber, a judge of the court of common pleas of said county of Erie, and made oath that the foregoing deposition in answer to the interrogatories hereto annexed

made by him, contained the truth, the whole truth, and nothing but the truth, and executed the same before me.

FREDERICK P. STEVENS.

DISTRICT COURT OF THE UNITED STATES,
For the Eastern District of Pennsylvania.

MANASSAH KNIGHT,
vs.
The Brig ATTILA.

Interrogatories to be administered to witnesses who may be produced and examined on the part of the Respondents in Boston.

1. Have or have you not any knowledge of a certain bond given by Charles B. Fessenden, Jeremiah B. Thompson and Benjamin Hurd Skinner, as principals, and John Skinner, as surety to, the Commonwealth Insurance of Boston, dated 21st December, 1836, whereby the said Thompson, Fessenden & Co. hypothecated or pledged the body, furniture and tackle of one third part of the brig Attila of Boston to the said insurance company to secure the payment of the sum of two thousand dollars loaned by the said insurance company to the said Fessenden, Thompson & Co.? If aye, state the object for which the said loan was made. Whether or not it was for the purpose of equipping, fitting out or furnishing the said brig or procuring a cargo for her or for any purpose connected with her then intended voyage, or whether or not the said loan was for the purposes of the general business of the borrowers. State when and in what manner the money so loaned was paid by the lenders to the borrowers, and in what manner it was applied and used. State also the relation in which you then stood and now stand to the lenders and borrowers, and what were and now are your sources of knowledge as to the character of the said loan.

2. Have you or have you not any knowledge of a certain policy of insurance, dated the 21st of December, 1836, purporting to have been executed by the president and directors of the Commonwealth Insurance Company, in the city of Boston, whereby the said insurance company caused Fessenden, Thompson & Co. whom it concerns, payable to Robert Truman to be insured lost or not lost, ten thousand dollars on 809 bags of coffee valued at that sum, and thirty-seven hundred dollars on 300 bags of coffee valued at that sum on board the brig Attila at and from Boston to Genoa, and of an order purporting to be signed by the said Robert Truman directing the said insurance company to pay any amount that may be due on the said policy to Thompson, Fessenden & Co.? State from what sources your knowledge arose, and whether you are acquainted with the handwriting of John K. Simpson, the president, and J. Stephens, the secretary of said company at the time the said policy bears date, and with the handwriting of the said Robert Truman. State what are your means of knowing the handwriting of those persons respectively.

3. Please to examine the document purporting to be the said policy of insurance and the order written on the same sheet with the said policy. It or is not the document now exhibited to you the true and original policy of insurance above mentioned, and are or are not the names, "John K. Simpson" and "J. Stevens," thereto subscribed, in the proper handwriting of the president and secretary of the said insurance company respectively at the time the said policy bears date, and state whether or not the whole or any part and what part of said order is in the proper handwriting of the said Robert Truman, and particularly whether or not the signature "Robert Truman" subscribed to said order is in the proper handwriting of the said Robert Truman mentioned in the said policy of insurance?

4. Do or do you not know whether the coffee mentioned in the said policy of insurance was shipped on board the said brig Attila about the 21st of December 1836, on the voyage in the said policy mentioned? State how many bags were so shipped, when, by whom and to whom the same belonged—annex to your answer the original invoices and bills of lading of said coffee if they are in your possession, and if not, annex copies of the same if in your power to do so.

5. Was or was not any of the said coffee damaged during the said voyage? If aye, state particularly by what causes the said coffee was so damaged; when it was ascertained that the said coffee was damaged; how many bags thereof were damaged; and to what extent the same was damaged. State what was your situation in the said brig during the said voyage, and what are your sources of knowledge of the matters in relation to which your are interrogated.

6. Please to state whether or not when the said brig arrived at Genoa, the coffee which was damaged was sold and if it was sold, whether it was sold at public or at private sale, or how it was sold. Please to state whether the coffee, which was sound was or was not sold or appraised, and if sold, state in what manner and for how much the same was sold. If the same was appraised, state when and by whom and at how much the same was appraised, and please to annex to your answer any documents in your possession touching the matters now inquired of.

7. Was any statement or adjustment of loss alleged to have been sustained by the respondents under the said policy made, and if so, when and by whom was the same made? Was the same shewn to and agreed to by the said insurance company? Annex to your answer the original statement or adjustment of the alleged loss if in your possession, and if not, a copy thereof.

8. Were any proofs of the said alleged loss exhibited to the said insurance company or its officers? If aye, state what proofs were so exhibited. When and by whom were the same exhibited?

9. Was any claim made by the insured upon the said company for payment of the said alleged loss? If aye, state when such

claim was made, by whom, and to whom it was made. Whether or not any objection was made to the payment of the said loss, and if any objection was made what the objections were.

10. Do you know any other matter or thing which may be beneficial to the respondents? If aye, state the same as fully as if you were particularly interrogated thereon.

IN THE DISTRICT COURT OF THE UNITED STATES,
Eastern District of Pennsylvania.

MANASSAH KNIGHT
vs.
THE BRIG ATTILA.

Interrogatories for witnesses who may be produced and examined on the part of the libellant at Boston.

1. Have you or have you not any knowledge of a bottomry bond given by Charles B. Fessenden and others, to the Commonwealth Insurance Company on or about the 21st day of December 1836, and of an alleged assignment of the same by the said company to the libellant? Please to state how your knowledge arose. In what relation do you stand towards the said company, and in what relation did you stand towards the said company at the time when the said bond was given and when the said assignment was made?

2. Please to examine the document exhibited to you purporting to be the said bottomry bond and the assignment thereon. Is or is not the documents so exhibited the true and original bond given as aforesaid? Was or was not the assignment exhibited executed in your presence? Is or is not the seal attached to said assignment the true and genuine seal of the said Commonwealth Insurance Company? For what consideration was the said assignment made? At what time was it executed? By whom was the execution thereof witnessed? Was or was not the same authorized and approved by the said company or its duly authorized representatives?

3. Were or were not notices prepared and given to the obligors on the said bottomry bond when the same became due and payable? By whom were such notices prepared and given and at what time? In what manner and upon whom were they served? Please to annex a copy thereof to your answers to these interrogatories. Were or were not notices prepared and given of the assignment of said bottomry bond? By whom were such notices prepared and given and at what time? In what manner and on whom were they served? Annex copies of such notices to your answers to these interrogatories, and state whether any claim of set-off or otherwise was made at the time of giving such notices. Has or has not the said company at any time received notice of a claim to an off-set to the said bond or that the said company was under an obligation to pay anything to Fessenden, Thompson & Co., or anything to that

effect? Have you any knowledge whatever of an assignment from Robert Truman to Fessenden, Thompson & Co.? When did that assignment occur if it ever has taken place at all? When did you first hear it spoken of and by whom was it then mentioned?

4. Has or has not any claim been made on the said insurance company under policy No. 13,094, dated December 31, 1836, and purporting to cause Fessenden, Thompson & Co., for whom it concerns, payable to Robert Trueman, to be insured lost or not lost, $10,000 on 809 bags of coffee, $3,700 on 300 bags of coffee shipped on board the brig Attila from Boston to Genoa? By whom was that claim made and at what time? What was the nature and amount of said claim? Was it or was it not paid? If not paid what were the objections to its payment? State fully and particularly all that occurred between the assured and insurer in relation thereto. Has the claim been pursued and insisted on or has it been abandoned?

5. Did or did not the obligors or any of them at any time make application to the company for a renewal of the said bottomry bond? When was such application made and by whom? State all that occurred in relation thereto.

6. For what purpose or object was the money borrowed for which the bottomry bond was given? Was or was not the object connected with the voyage of the Attila? State the communications of the obligors or any of them at the time when the loan was applied for and all that occurred in relation thereto.

7. Do you know anything further that may be material to the libellant? If so set forth the same particularly and at large as if you were especially interrogated in relation thereto.

J. R. INGERSOL,
For the Libellant.

October 4th, 1838.

Interrogatories for witnesses who may be produced and examined on the part of the libellant at Buffalo.

1. Have you or have you not any knowledge of a bottomry bond given by Charles B. Fessenden and others to the Commonwealth Insurance Company on or about the twenty-first day of December 1836, and of an alleged assignment of the same by the said company to the said libellant? Please to state how your knowledge arose? In what relation do you stand towards the said company, and in what relation did you stand towards the said company at the time the said bond was given, and when the said assignment was made.

2. Were or were not notices prepared and given to the obligors on the said bottomry bond when the same became due and payable? By whom were such notices prepared and given and at what time? In what manner and upon whom were they served? Please to an-

nex a copy thereof to your answers to these interrogatories. Were or were not notices prepared and given of the assignment of the said bottomry bond? By whom were such notices prepared and given, and at what time? In what manner and on whom were they served? Annex copies of such notices to your answers to these interrogatories, and state whether any claim of set-off or otherwise was made at the time of giving such notices? Has or has not the said company at any time received notice of a claim to an off-set to the said bond, or that the said company was under an obligation to pay anything to Fessenden, Thompson & Co., or anything to that effect? Have you any knowledge whatever of an assignment from Trueman to Fessenden, Thompson & Co.? When did that assignment occur if it ever has taken place at all? When did you first hear it spoken of, and by whom was it then mentioned?

3. Do you know anything further that may be material to the libellant? If so, set forth the same particularly and at large as if you were especially interrogated in relation thereto.

J. R. INGERSOLL,
For the Libellant.

October 4, 1838.

DISTRICT OF MASSACHUSETTS, *City of Boston.*

MANASSAH KNIGHT
vs.
THE BRIG ATTILA.

Agreeably to the notice hereto annexed the several deponents whose depositions are within writ, personally appeared before me on the twenty-second day of November in the year of our Lord eighteen hundred and thirty-eight, between the hours of nine in the morning and nine in the evening and being sworn to speak the truth, the whole truth, and nothing but the truth in relation to the cause for which their depositions were taken, and their depositions were proceeded in and not being finished on that day were adjourned from day to day until they were finished as by reference to said depositions and the returns and certificates thereon will appear.

EDWARD G. LORING,
Jus. Pacis.

Expenses of this commission,
Magistrate's fee, $25 00
Witness " 2 00

Answers of witnesses produced and examined on behalf of the respondents:

I, William J. Hall, of Boston, in the Commonwealth of Massachusetts, master mariner, of lawful age to testify on oath, depose and say in answer to the interrogatories to me proposed.

To the first he says, I have no knowledge of any such bond.

To the second he says, I know of no such policy of assurance, nor am I acquainted with the handwriting of Mr. Simpson or Mr. Stephens.

To the third he says, I know nothing of the matters inquired of in this interrogatory.

To the fourth he says, in the month of December 1836, the twenty-third day, the coffee mentioned in the policy was shipped at Boston on board the Attila, bound to Genoa; the brig got ashore in Boston harbor and was compelled to return for repairs. The cargo was relanded and reshipped after the repairs were made, in good order, the coffee was stowed on the top of the cargo and did not get wet. I annex a bill of lading being the only document of those inquired for, which I have.

To the fifth, he says: a part of the coffee was damaged by stress of weather. We had on the outward voyage off Minorca very heavy weather, so much so that I carried away my rudder and I was obliged to put into port Palmos in the southwestern part of Sardinia. I carried away my rudder lying to in a severe gale of wind. A sea struck it and twisted it off. We had severe weather in the gulf stream and the whole passage was a rough one. I never had a rougher one—it was in the winter time—the vessel was heavily laden. She was a low vessel and under water nearly all the time and she strained very much in heavy weather. A good part of my bulwarks in four or five different places were carried away. In the laboring and straining of the vessel she made water and damaged her cargo. The coffee was ascertained to be damaged at Genoa. The number of bags I can't state, because the overhauling it was done by people on shore, and the number of damaged bags I never counted or knew. As I saw the coffee carried out of the vessel a great deal of it was damaged, but how much I cannot at this interval of time state particularly. I do not recollect how many bags there were on board. As to the degree of damage it varied in different bags, and in some the damage was great; in a number of bags no coffee was left, it ran down into the bottom of the hold; other bags broke when they were handled—some of the bags were black where they laid against the side of the vessel and on moving these they came to pieces. I was master of the brig and my sourec of information as to what I have stated is personal knowledge.

To the sixth, he says: of the matters enquired of I know nothing.

To the seventh, he says: of the matters enquired of I know nothing.

To the eighth, he says: of the matters enquired of I know nothing.

To the ninth, he says; of the matters enquired of I know nothing.

To the tenth, he says: I know nothing more than I have stated except that in answer to the first interrogatory as to money being

spent upon the brig, nothing was done to her for that voyage to speak of. She was caulked and that was all. Her copper was stripped off, and that brought four times as much as all her repairs cost.

Answers of said Deponent to cross-interrogatories to him addressed on behalf of the libellant.

To the first, he says: I know nothing of the matters therein contained.

To the second, he says: I know nothing of the matters inquired of.

To the third, he says: I know nothing of the matters inquired of.

To the fourth, he says; I know nothing of the matters inquired of.

To the fifth, he says: I know nothing of the matters inquired of.

To the sixth, he says: I know nothing of the matters inquired of.

To the seventh, he says: I know nothing further.

WILLIAM J. HALL.

Answers of Samuel D. Parker, Esquire, of Boston, in the Commonwealth of Massachusetts, to the interrogatories to him proposed.

To the first, he says: I never saw any such bond and have no knowledge of any such bond, and know nothing of the objects or purposes of any such bond. I know nothing in relation to theloan or payment of the money spoken of. I have no official, professional or personal connection with or relation to the parties or either of them.

To the second, he says: I have knowledge of a certain policy of insurance, which I suppose to be the same with the one inquired about. 'Tis a policy purporting to be made by the Commonwealth Insurance Company, dated at Boston December 21, 1836. Its number is thirteen thousand and ninety-four, and Fessenden, Thompson & Company are the assured, for whom it may concern, payable to Robert Trueman, and it generally answers the description thereof set out in this interrogatory. The source of my knowledge of the policy I speak of, is the original policy itself, which in the autumn of the year, 1837, the precise month and day I cannot state from recollection, was handed to me by said Robert Trueman as his attorney and legal adviser for the purpose of collecting a loss which he alleged had occurred thereon, and of the said Insurance Company. As to Mr. Simpson's handwriting I have seen it on policies and bank bills, but I don't know that I ever saw him write. As to this policy I had conversations with Mr. Simpson in relation to it, and its execution or the genuineness of the

policy was never questioned. I am not acquainted with Mr. Stevens' handwriting at all. I am acquainted with Mr. Trueman's handwriting, have often seen him write, and have received many letters from him in the course of business. I know the order on the back of the policy to have been signed by said Trueman, the signature "Robert Trueman" is his handwriting. I can have no doubt of it from inspection. Also I advised him to sign such an order, it was part of an arrangement carried into effect under my advice.

To the third, he says: as to the signatures of said Simpson, Stevens and Trueman I can add nothing more than I have stated in my preceeding answer, the document marked by the magistrate A, and subscribed with his initials E. G. L. in a diamond on the back of it is the same original policy handed to me by Mr. Trueman, no part of the order is in the handwriting of said Trueman, except the signature, which is as I have said before. I know nothing of Mr. Simpson being president and Mr. Stevens being secretary of the said insurance company, except from their acting as such and general report, and seeing them officiating de facto as such.

To the fourth, he says: I know nothing personally of the shipment of the coffee nor the quantity. Some months ago Mr. Trueman placed in my hands a bundle of papers labelled "brig Attila's papers," or something like that, which I believe contained documents and vouchers, constituting a part of the evidence upon which the claim for loss is founded, but I never had occasion to read or examine them particularly and they were afterwards delivered by me or Mr. Trueman to Mr. Thompson one of the assured about the time the said order was signed. I have neither the originals nor copies of the invoices or bills of lading in your possession and cannot annex either.

To the fifth, he says: I was not in the brig at any time, and know nothing of the matters inquired of.

To the sixth, he says: I have no personal knowledge in relation to the matters inquired of in this interrogatory, and have not in my possession any documents relative to the same.

To the seventh, he says: I have no such statement in my possession nor any copy of it. I believe and have no doubt that a statement of loss was made up in the office of Zebedee Cook, jr. and the question between the office and the claimants was on the correctness of that statement. In my conversations with the president, Mr. Simpson, on the subject, he questioned one or more of the principles upon which their statement was made out. I had been informed by Mr. Trueman of the point in controversy and discussed the same with Mr. Simpson, but without any examination of the document itself on my part. I cannot say when it was made out nor can I say it was ever seen or examined by the company, but I have no doubt that it was, as Mr. Simpson appeared to be perfectly familiar with the principles and results of that statement. I cannot say that the office ever agreed expressly to that statement, but I distinctly understood them to agree to it conditionally, and the con-

dition was, if Mr. Balch, the president of the Merchants' Insurance Company, decided personally or officially that the principle was right, the Commonwealth Insurance Company would pay the loss upon the principles of the statement stated by Mr. Cook.

To the eighth, he says; I exhibited none myself, and do not know personally of any being exhibited, but from my conversations with Mr. Stevens and Mr. Simpson, I have no doubt that the claim had been made and the proofs exhibited, but I cannot say personally when or by whom.

To the ninth, he says: a claim was made by Mr. Trueman before he applied to me, as I understood, both from him and Mr. Simpson, being resisted by the office. The papers were put into my hands that I might enforce the claim which led to several interviews and conversations between me and Mr. Simpson. I cannot further speak as to claims made before the papers were put into my hands. After I received them I enquired of Mr. Simpson whether he would pay without suit or not. I demanded payment and threatened a suit if it was not paid. I cannot fix the date of my first interview with Mr. Simpson, but it was as much as six weeks before his death, which occurred on the thirtieth of December, 1837. There was an objection made to the payment, which was, that Mr. Cook in making his statement had based some of his calculations upon the value of the coffee at the time of its arrival in Genoa, and not on the actual sales which took place some time afterwards. Certain commercial revulsions affecting the market injuriously having, as it was said, taken place at Genoa in the intermediate time between the arrivals and the sales.

To the tenth, he says: not knowing the points of controversy between the parties in this suit, I do not now recollect any thing other than what is above stated, which appears to be material to the respondent, unless it is what I know or have heard of Mr. Balch's determination or decision in relation to the principle of Mr. Cook's statement of the loss aforesaid, and it is a matter of great notoriety here, that he decided in favor of the principles on which Mr. Cook stated the loss aforesaid.

SAM'L D. PARKER.

Answers of said Deponent to interrogatories to him proposed on part of the libellant.

To the first, he says: I know nothing of such bottomry bond or assignment, never having seen either. I never had any relation to the company.

To the second, he says: no bond is exhibited to me and I know nothing about it. If it was now exhibited to me, I should know nothing about it, never having seen it. As to the seal of the company I know nothing about it. I never saw it. I know nothing of the consideration of the bond or assignment or of the existence of either, or of their date or execution, or who witnessed them, and I can say nothing of its authorization or approval.

To the third, he says: I know nothing of any notice or assignment of said bond or dates or times or service of the notice, nor of any other matter inquired of in this interrogatory, except the assignment of said Trueman to said Fessenden, Thompson & Company of his right to receive payment of the loss on said policy, and all that I know in relation to that I have before answered in my answers to the direct interrogatories.

To the fourth, he says: I recollect nothing further in relation to the subjects inquired of than I have stated in my answers to the direct interrogatories.

To the fifth, he says: I know nothing in relation to the subject of this inquiry.

To the sixth, he says: I know nothing in relation to the subject of this inquiry.

To the seventh, he says: not knowing the points of controversy, I recollect and know nothing which I deem material to the libellant further than I have stated.

SAML. D. PARKER,
Deponent.

Answers of William Raymond, junior, of Charlestown, in the county of Middlesex, and Commonwealth of Massachusetts, clerk, to the interrogatories to him addressed.

I, William Raymond, junior, of lawful age to testify on oath, depose and say:

In answer to the first: I recollect that Fessenden, Thompson & Company hypothecated one-third of the brig Attila to the said insurance company, for two thousand dollars; the bond of hypothecation was dated December 21, 1836, the money was received of Fessenden, Thompson and Company, and appropriated by them to their general business. I have no recollection that any part of it was spent on the brig, or for any purpose connected with the voyage of the Attila, but I cannot speak positively to its appropriation without the books of Fessenden, Thompson & Company. In what manner the money was paid by the lenders to the borrowers I cannot say; I was then a clerk of the borrowers and had no connexion with the office; my means of knowledge are that I received from one of the firm of Fessenden, Thompson & Company (and which, I cannot now say) the sum of two thousand dollars, received, as I was told, from the Commonwealth Insurance Company; I received it as the clerk of Fessenden, Thompson & Company, and it went to the bank with other monies to their account. I said the bond which was given to the insurance company by Fessenden, Thompson & Company, for the money. I am not now in the employment of Fessenden, Thompson & Co.

2. To the second he says: I know the Commonwealth Insurance Company executed such a policy as that described in the question. I saw the policy at the time it was given; I saw the signatures. I

have never seen Mr. Simpson or Mr. Stevens write, but I have seen the handwriting of each of them frequently, and I recognized the handwriting on this policy as theirs. The policy is now shewn me, it was marked (A. *E,G,L,*); the order on the policy I do not remember to have seen till now, it is signed by Mr. Trueman. I am acquainted with the handwriting of Mr. Trueman, I have seen him write.

To the third he says: The policy shewn me and described above is the original policy given by the Commonwealth Insurance to Fessenden, Thompson & Company; the signatures of Mr. Simpson and Mr. Stevens are in their proper handwriting, and they were the president and secretary of said insurance company at its date. The signature of the order, and no other part, is in the handwriting of Mr. Trueman.

To the fourth he says: The coffee mentioned in the policy of assurance was I know in part, and I believe altogether, shipped on board the Attila. I saw coffee delivered on board myself; how much I cannot say; and I saw the bills of lading for the whole; eleven hundred and nine bags were shipped in the whole; to whom it respectively belonged I cannot say. I have not the original invoices or bills of lading, and cannot therefore annex them or copies.

To the fifth he says: I was not in the vessel, and have no personal knowledge of any matters inquired of in this interrogatory.

To the sixth he says: I know nothing of the matters inquired of, and have none of the documents referred to.

To the seventh he says: I have no personal knowledge of the matters inquired of.

To the eighth he says: I know nothing of the matters herein inquired of.

To the ninth he says: I know nothing of the matters inquired of.

To the tenth he says: I know nothing further.

WM. RAYMOND, Jr.

Answers of said Raymond to the interrogatories to him proposed on the part of the Libellant.

To the first he says: All my knowledge of said bond is stated above in answer to the direct interrogatories. Of the assignment of the bond I know nothing. My means of knowledge as to the bond, I have stated. I never had any connexion with the Commonwealth Insurance Company.

To the second he says: No document is shewn to me; of the assignment I know nothing; as to its execution, consideration, or attestation, or authorization, I never saw it.

To the third he says: As to the notices given either upon the bond when it came due or of the assignment of it, I know nothing, either of their date, preparation or service; I never saw them, and have not copies of them. I know nothing of any claim of set-off

made at any time, or that said company were under obligation to pay money to Fessenden, Thompson & Company. The order from Mr. Trueman to Fessenden, Thompson & Company, I never saw till it was shewn me here to-day, and I never heard of it before; when it occurred, or if it has ever taken place, I don't know.

To the fourth he says: I know nothing of the matters contained in this interrogatory.

To the fifth he says: I have no knowledge of any of the matters inquired of.

To the sixth he says: All that I know in relation to the purpose or application of the loan, I have stated in my answers to the direct interrogatories. I heard nothing of the communications of the obligors, referred to.

To the seventh he says: I know nothing further, material to the libellant.

WM. RAYMOND. JR.

Answers of Robert Trueman, of Boston, in the Commonwealth of Massachusetts, merchant.

I, Robert Trueman, of lawful age to testify on oath, depose and say, in answer to interrogatories to me proposed—

To the first he says: As to the matters inquired of, I know nothing.

To the second he says: The policy described in this interrogatory was delivered to me as collateral security for advances made. The policy is now exhibited to me, marked (A. *E.G.L.*) As to the signature of Mr. Simpson and Stevens, I know nothing of their handwriting, and cannot answer. As to the order re-assigning the policy, its signature is mine. No other part of the order was written by me.

To the third he says: The policy exhibited to me is the same originally delivered to me; my signature is to the order re-assigning it. The rest of this question I can answer no further than I have done.

To the fourth he says: I have no personal knowledge of the lading of Attila, and I cannot state how many bags were put on board. I made advances on the coffee shipped, and the bills of lading and invoices were the evidence of this; but the original documents I presume were carried by the vessel to my house abroad, and I have no copies of them.

To the fifth he says: I was not in the vessel, and know nothing about the matters inquired of.

To the sixth he says: All that I know about the matters inquired of, are shewn by the average papers which are marked E, and annexed. The merchants therein mentioned, as appraisers, I know by reputation, and they are of good repute.

To the seventh he says: A statement of loss on each of two invoices was made up by Zebedee Cook, and they were presented by

me to the Commonwealth Insurance Company, and left at its office. I do not remember whether I put them into the hands of Mr. Simpson or Mr. Stevens, but I had conversations with Mr. Simpson in relation to them. The statement was not adopted by the company as the ground of settlement, and the objection was that they wished the original amounts of the sale of the sound coffee. The original statements are annexed, marked B. E. G. L.

To the eighth he says: The average papers were presented to the company at its office, and there left by me, and I frequently saw Mr. Simpson, the president, in relation to them. This was in the summer and fall of 1837, and within a few days of the date of the statement of loss.

To the ninth he says: As the holder of the policy and the assignee in interest of the policy, I made the claim for payment of the loss on the company at its office. This was within a few days of the date of the statement; as soon as that was made out I carried them to the office, made my claim, and was requested to leave the papers, which I did. I think Mr. Simpson was not in at that moment. I afterwards saw him several times in relation to the loss, about the time of maturity for the payment of the loss. The objection was made that they wished the sale of the sound coffee. Afterwards, in further conversations, they said they wished to see what the other offices did; and at my last visit, when I had taken my papers with the declared determination of submitting them to counsel, Mr. Simpson said, he did not say positively he would not pay, but he wished further time. I replied that he had had two months. I then put the papers into the hands of S. D. Parker, Esq., and had no further personal communicaton with the office. The policy was assigned to me as collateral security only, and I made the claim for the benefit of the assured and my own.

To the tenth, he says: I know nothing further, except that losses made up on the grounds of those statements, have been collected by me of the offices in Boston; and, as far as my experience goes, for nearly twenty years, the principles of that statement are the usual principles of statement in the Boston offices.

Answers of said Robert Trueman to the Interrogatories to him addressed on the part of the Libellant.

To the first, he says: I have no personal knowlede of the bond or assignment. I never saw either. I have never borne any relation to said company.

To the second, he says: No document is exhibited to me; and if it were, I could answer no question in relation to it.

To the third: The only matter inquired of, of which I have any personal knowledge, is the order of re-assignment written on the policy, and assigned by me; the day of that assignment, I can't state; the date does not appear on the paper, being accidentally omitted. The assignment was made after the failure of the Commonwealth Insurance Company. The assignment went into ope-

ration as soon as it was made. The reason of making it was, that the policy had ceased to be valuable to me as collateral security, and was therefore returned to them.

To the fourth, he says: In relation to the matters inquired of, I have stated all I know in my answers to the direct interrogatories.

To the fifth, he says: I know nothing of the matters inquired of.

To the sixth, he says: I know nothing of the matters inquired of.

To the seventh, he says: I know nothing material to the libellant.

ROB'T TRUEMAN.

Answers of Edward A. Welbaski, of Boston, in the Commonwealth of Massachusetts, Insurance Broker.

I, Edward A. Welbaski, of lawful age to testify on oath, depose and say, in answer to the interrogatories to me addressed on behalf of the Respondents.

To the first, he saith: I know nothing of the matters herein inquired of, and I have no connection with the lenders or borrowers referred to.

To the second, he says: I have seen the policy referred to. I know the handwriting of Mr. Stevens, and have seen him write. The signature of his name is his genuine signature. Mr. Simpson's signature I am not familiar with; the order on the policy signed by Mr. Trueman, I do not remember to have seen. I do not know Mr. Trueman's handwriting.

To the third, he says: The policy shewn me, marked by the magistrate A, subscribed with his initials E. G. L., enclosed in a diamond, is the policy I have seen before, and presume it to be the original policy. The signature of Mr. Stevens is his genuine signature; that of Mr. Simpson, I cannot testify to. The latter was the president, and the former was the secretary, of the Commonwealth Insurance Company at the date of the policy. I am not enough acquainted with Mr. Trueman's handwriting to say whether any part of said order is in his handwriting or not.

To the fourth, he says: I know nothing of the matters inquired of, and have none of the documents referred to in this interrogatory.

To the fifth, he says: I was not on board said brig, and know nothing about the matters inquired of.

To the sixth, he says: I know nothing in relation to the matters, and have none of the documents inquired of in this interrogatory.

To the seventh, he says: An adjustment was made on each of the two invoices comprised in the policy, by me, dated July 18, 1837, and signed Zebedee Cook, Jr. The signature is my hand-

writing, and it is the style of our firm as it then existed. The original documents or adjustments are now shewn to me, marked B—E. G. L. by the magistrate, and they are by me annexed. The statements are correctly made, and according to the customs of Boston, and the contracts of insurance; and I am in the constant habit of making up losses, and have been for seven years; and losses so made up, are habitually settled by the Boston offices. Whether my statement of the loss was ever agreed to by the Commonwealth Insurance Company, I do not know.

To the eighth, he says: Papers containing all the necessary proofs of loss, were put into my hands to enable me to make up the loss. Whether any or what proofs were exhibited to the insurance company, I don't know.

To the ninth, he says: I know nothing of the matters herein inquired of.

To the tenth, he says: I know nothing further than what I have stated, in relation to the transactions of the respondents in this case, except that on the twenty-second day of February, A. D. eighteen hundred and thirty-eight, I went with Mr. Bowers Thompson, of the firm of Fessenden, Thompson & Company, to call, with him, upon Mr. Manassah Knight, and to witnees what should pass between them. On the same day of the interview between them, and immediately after it, on my return to my office, I made the following memorandum, which is written from the paper on which I originally wrote it, by the magistrate.

BOSTON, *February 22d*, 1838.

Went with Mr. Thompson to Manassah Knight. Mr. Thompson stated to Mr. K. that he had received his note about a bottomry bond of $2,242 22. Mr. T. said that the vessel was at sea, and might be lost under the bond, and that he would not pay; and that if she arrived safe, the office owed them more than the bond. Mr. Knight said that, if the vessel was at sea, he (Mr. Thompson) had security from the office.

E. A. W.

Since this original memorandum was made, it has been in my possession; it is truly written above, and the things therein stated are true, and it contains all that passed, according to my belief and recollection. The interview alluded to between Mr. Thompson and Mr. Knight, took place in Mr. Knight's store.

Answers of the said E. A. Wilbasky to the Interrogatories to him proposed on part of the Libellant.

To the first, he saith: I never saw the bond or assignment, and all that I know of either, is stated in my answer to the last interrogatory to me proposed on behalf of the respondent. How that

knowledge was attained, I have stated. I have never been connected with said insurance company in any way.

To the second, he says: No document is exhibited to me; and if it were, I could answer none of the questions relating to it.

To the third, he says: I know nothing of any assignments or bond, or any notices in relation to them, nor any claim of set-off or other claim, or of any notice in relation to them, nor of any other matters contained in this interrogatory, except the order purporting to be signed by Mr. Trueman, of which I know nothing, except that I have seen it on the policy shewn to me here to day.

To the fourth, he says: I know nothing of the matters herein inquired of, except that I made up the claim as I have stated.

To the fifth, he says: Of the matters inquired of, I know nothing.

To the sixth, he says: I know nothing of the matters inquired of.

To the seventh, he says: I know nothing further.

E. A. WELBASKY.

COMMONWEALTH OF MASSACHUSETTS,
City of Boston, Suffolk, ss.

On the twenty-second day of November, in the year of our Lord eighteen hundred and thirty-eight, personally appeared before me, the above named William J. Hall, who, after being sworn to speak the truth, the whole truth, and nothing but the truth, was examined by me upon the interrogatories hereto prefixed, his answers thereto being written down by me in his presence, were, by him, in my presence, subscribed as and for his deposition, after being carefully read to him; and then the taking of these depositions was adjourned to the twenty-third day of said November, at nine o'clock in the morning, when the above named Samuel D. Parker personally appeared before me; and, after being sworn to speak the truth, the whole truth, and nothing but the truth, in relation to the cause for which his deposition was taken, was examined by me upon the interrogatories hereto prefixed; and his answers thereto being written down by me in his presence, were, after being carefully read to him, by him subscribed, in my presence, as and for his deposition; and then the taking of these depositions was adjourned to the twenty-fourth day of said November, when the above named ——— Raymond personally appeared before me, and, after being sworn to speak the truth, the whole truth, and nothing but the truth, in relation to the cause for which his deposition was taken, was examined by me upon the interrogatories hereto prefixed, and his answers thereto being written down by me in his presence, were, after being carefully read to him, by him subscribed, in my presence, as and for his deposition; then the taking of said depositions was postponed and adjourned till the twenty-sixth day of said November, when the above named Trueman personally appeared

before me; and, after being sworn to speak the truth, the whole truth, and nothing but the truth, was examined by me on said interrogatories, and his answers thereto being written down by me in his presence, were by him subscribed, in my presence, after being carefully read to him, as and for his deposition: then personally appeared before me, on said last named day, the above named Wilbaski, who, after being sworn to speak the truth, the whole truth, and nothing but the truth, in relation to the cause for which his deposition was taken, was examined by me on said interrogatories, and his answers thereto being written down by me in his presence, were, after being carefully read to him, by him subscribed, in my presence, as and for his deposition.

Taken agreeably to the order of notice hereto annexed, and for the cause therein mentioned. The adverse party did not attend, tho' notified, as the return of the officer on said order of notice exhibits.

EDWARD G. LORING,
Justice of the Peace.

MANASSAH KNIGHT
vs.
Brig ATTILA.

Notice is hereby given that depositions will be taken before Edward C. Loring, Esquire, at his office in Boston, No. 4, Court street, on the twenty-second day of November, 1838, between the hours of nine in the morning and nine in the evening; and if not finished on that day, they will be proceeded in from day to day.

LORINGS & DEHUR.
For the Respondents.

MANASSAH KNIGHT, Esq.

SUFFOLK, *ss.*

BOSTON, *November* 19, 1838.

By virtue hereof, I this day notified the above named Manassah Knight to appear at the time and place above appointed, by giving him in hand an attested copy of the above notice.

W. FREEMAN,
Deputy Sheriff.

Fees of summons and travel	34
Copy - -	25
No. 101.	59 cents.

No. 13,094.

By the Commonwealth Insurance Company.

This policy of insurance witnesseth, that the president and directors of the Commonwealth Insurance Company in the city of

Boston, do by these presents, cause Fessenden, Thompson & Co., for whom it concerns, payable to Robert Trueman, to be insured, lost or not lost, ten thousand dollars on 809 bags of coffee, valued at said sum, including premium, [749 bags marked J A M & Co numbered 1 *a* 10 and 14 *a* 18—and sixty bags marked J A M & Co V No. 25 and V No. 26, on board the brig Attila ; also thirty-seven hundred dollars on 300 bags valued at $3,700 including premium, [marked J A M & Co, numbered 18 *a* 24 fifty bags each] on board said brig at from Boston to Genoa, whereof is master, for this present voyage or whosoever else shall be master in the said vessel, or by whatsoever other name or names the said vessel or master thereof is or shall be named or called, beginning the adventure upon the said coffee as aforesaid, and to continue during the voyage aforesaid on the vessel until she shall be arrived and moored at anchor twenty-four hours in safety, and on the property untill landed.

Sum insured $13,700.

And it shall be lawful for the said vessel in her voyage to proceed and sail to, touch and stay at any ports or places if thereunto obliged by stress of weather or other unavoidable accidents without prejudice to this insurance.

Touching the adventures and perils which the said insurance company are contented to bear and take upon them in this voyage, they are, of the seas, fire, enemies, pirates, assailing thieves, restraints and detainments of all kings, princes, or people of what nation or quality soever, barratry of the master [unless the insured be owner of the vessel] and of the mariners, and all other losses and misfortunes which have or shall come to the damage of the said coffee or any part thereof to which insurers are liable by the rules and customs of insurance in Boston: provided that the insurers shall not be liable for any partial loss on hemp and flax unless the loss amount to twenty per cent. on the whole aggregate value of such articles, nor for any partial loss on sugar, flaxseed, bread, tobacco and rice unless the loss amount to seven per cent. on the whole aggregate value of such articles, nor for any partial loss on salt, grain, fish, fruit, hides, skins, or other goods that are esteemed perishable in their own nature, unless it amount to seven per cent. on the whole aggregate value of such articles and happen by stranding, nor for any partial loss on other goods or on the vessel or freight, unless it amount to five per cent., exclusive in each case of all charges and expenses incurred for the purpose of ascertaining and proving the loss, but the owners of such goods shall recover on a general average. And in case of any loss or misfortune it shall be lawful for the insured, their factors, servants and assigns to sue, labor, and travel for in and about the defence, safeguard and recovery of the said coffee, or any part thereof, without prejudice to this insurance, to the charges whereof the said insurance company will

Valued at $ premium included.

contribute in proportion as the sum insured is to the whole sum at risk. And so the president and directors aforesaid are contented and do hereby bind the capital stock and other common property of the said insurance company to the insured, their executors, administrators and assigns for the true performance of the premises, confessing themselves paid the consideration due unto them for this insurance by the insured, at and after the rate of one and one quarter per cent.

Premium 1¼ per cent.	$171	25
Policy	1	
	$172	25

And it is hereby agreed that if the insured shall have made any other insurance upon the coffee aforesaid prior in date to this policy, then the said insurance company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property at risk, whether for the whole voyage or from one port of lading or discharge to another.

And the said insurance company shall return the premium or a rateable part thereof upon so much of the sum by them insured, or for such part of the voyage as they shall be exonerated from by such prior insurance, provided that no return premium shall be made for any passage whereon the risk has once commenced; and in case of any insurance upon the said coffee, whether it be for the whole or part of the voyage subsequent in date to this policy, the said insurance company shall nevertheless be answerable to the full extent of the sum by them herein insured, without right to claim contribution from such subsequent insurers; and shall accordingly be entitled to retain the premium by them received in the same manner as if no such subsequent insurance had been made. And in case of loss such loss shall be paid in sixty days after proof and adjustment thereof, the amount of the premium note, if unpaid, and all sums due to the company from the insured when such loss becomes due, being first deducted, and all sums coming due, being first paid or secured to the satisfaction of the said president and directors, they discounting interest for anticipating payment. It is also agreed that in case of capture or detention the insured shall not have the right to abandon therefor, until proof is exhibited of condemnation or of the continuance of the detention [by capture or other arrest] for at least ninety days; and that the insured shall not abandon in consequence of the port of destination being blockaded, but the vessel shall in such case, have liberty to proceed to another port not blockaded, and there end the voyage, or wait a reasonable time for the blockade of the original port of destination to be raised; and that the acts of the insured or insurers in recovering, saving and preserving the property insured in case of disaster, shall not be considered a waiver or acceptance of an abandonment.

It is also agreed that the insurers shall not be answerable for any charge, damage or loss which may arise in consequence of seizure

or detention for or on account of illicit or prohibited trade, or trade in articles contraband of war; but the judgment of a foreign consular or colonial court shall not be conclusive upon the parties as to the fact of there having been articles contraband of war on board, or as to the fact of an attempt to trade in violation of the laws of nations.

It is agreed that this policy shall be void in case of its being assigned, transferred or pledged without the previous consent in writing of the insurers. It is also agreed that the insured shall not have the right to abandon the vessel for the amount of damage merely, unless the amount which the insurers would be liable to pay under an adjustment as of a partial loss shall exceed half the amount insured, and in case of a total loss of the vessel with salvage, the amount allowed out of the salvage to the officers and crew for wages earned or services rendered previously to the loss, shall be considered as so much of the salvage applied to the use of the ship owners were although the same should be allowed or paid under the name of salvage and not as wages, and shall accordingly be deducted in adjusting the loss.

It is further agreed that if any dispute shall arise relating to a loss on this policy, it shall be submitted to the judgment and determination of arbitrators mutually chosen, whose award in writing shall be conclusive and binding on all parties.

The company are not liable for wages or provisions except in general average.

In witness whereof, the president of the said Commonwealth Insurance Company hath hereunto subscribed his name and caused the same to be countersigned by their secretary at their office in Boston this twenty-first day of December, one thousand eight hundred and thirty-six.

JOHN K. THOMPSON,
President.

J. STEVENS, *Secretary.*

A.

E. G. L.

The Commonwealth Insurance Company.

You will please pay any amount that may be due on the within written policy to the within named Fessenden, Thompson & Co., the owners for whom the insurance was made, and their receipt shall be your discharge in full.

ROB. TRUEMAN.

Endorsed 130 94.

Fessesden, Thompson & Co.

$13,700, brig Attila $171 25

Policy 1

172 25

8 mos.

S. D. PARKER, Esquire.

J A M & CO
1 at 10 50 each, 500 bags.
J A M & CO
14 at 18 50 each, 249
Y25 50
Y26 10
J A M & CO
19 at 24. 50 each, 300

1,109 bags.

300 32,087 lbs.
809 86,226

118,313

Shipped in good order and condition, by Fessenden, Thompson & Co., on board the good brig called the Attila, whereof is master, for this present voyage, Hall, now lying in the port of Boston, and bound for Genoa, to say, eleven hundred and nine bags St. Domingo coffee, being marked and numbered as in the margin, and are to be delivered in like good order and condition at the aforesaid port of Genoa (the danger of the seas only excepted) unto Messrs. Grant, Balfourt & Co., or to assigns, he or they, paying freight for the said coffee, eight dollars per ton net weight, with 5 per cent. primage, and average accustomed.

In witness whereof the master of the said vessel hath affirmed to 4 bills of lading all of this tenor and date, one of which being accomplished, the others to stand void.

Dated at Boston, Dec. 23, 1836.

WILLIAM I. HALL.

Endorsed:

Brig Attila—1,109 bags St. Domingo coffee.
Dec. 23, '36.

Annexed by

CAPT. HALL.

Brig Attila.

Statement of partial loss on 809 bags coffee damaged on board said vessel, on her voyage from Boston to Genoa:

Invoice of 809 bags coffee, weighing 86226 lbs., valued for insurance, including premium, at - - - -	$10,000 00
And insured by the Commonwealth Insurance Company, in policy No. 13094.	
If the above 809 bags of coffee had arrived in a sound state they would have produced, to wit:	
809 bags, in weight 86226 lbs., equal to Genoa weight 113941 lbs. a 43 per lb.	48,994 63
Less 3 per cent. - - - -	1,469 83
	47,524 80

But 534 bags being damaged, the whole produced, to wit:

534 bags damaged coffee sold for - -		19,992 69	
275 bags sound (averaged)	$16,654 54		
Less 3 per cent. - -	499 64		
		16,154 90	$36,147 59
Difference L. - - - -			11,377 21
Which is 23.9394 per cent. upon the sound value.			
Sum insured on 809 bags, 10,000, at 23.9394			2,393 94

Extra Charges.

Custom house order for sale by auction, &c.		64 08	
Porterage at surveys and porterage to Government - - - -		218 94	
Packers' work, and porters' assistance on do.		234 96	
Auction dues 2½ per cent. - - -		499 81	
Surveyors' fees, brokers' valuation, protest, and consular certificate - - -		316 74	
Weighers' and porters' assistance on delivery - - - - -		105 80	
Government store rent, and inspector of customs for attendance - - -		69 42	
Postage of average documents - -		14 10	
	Ln.	$1,523 85	$285 72
Amount of claim - - - -			$2,679 66

ZEBEDEE COOK, Jr.

Boston, July 18th, 1837.

Endorsed, July 21, 1837.

Brig Attila.—Statement of loss on 809 bags coffee.

Boston, July 18, 1837.

B.
E. G. L.

Brig Attila.

Statement of partial loss on 300 bags coffee, damaged on board said vessel on her voyage from Boston to Genoa.

Invoice of 300 bags coffee, weighing 32087 lbs., and valued for insurance, including premium, at - - - -	$3,700 00
And insured by Commonwealth Insurance Company, in policy No. 13094.	

If the above 300 bags of coffee had arrived in a sound state, they would have produced, to wit, 300 bags coffee, in weight 32087 lbs., equal to Genoa weight 42400 lbs., at 43 cents - - - -		18,232 00	
Less 3 p. c. - - - -		546 96	
			$17,685 04
But 229 bags being damaged, the whole produced, to wit, 229 bags damaged coffee sold for - - - -		8,593 29	
71 bags sound, (averaged)	$4,314 91		
Less 3 p. c. - -	129 44		
		4,185 47	12,778 76
Difference Ls. - - - -			$4,906 28
Which is 27.742 per cent. upon the sound value.			
300 bags coffee valued for insurance at 3,700		27.742	1,026 45
Extra Charges.			
Custom house order for sale by auction, and permission from board of health -		27 48	
Porterage at survey and carting, porterage to government stores and carting -		93 89	
Packers' work and porters' assistance at do.		100 76	
Auction dues 2½ per cent. - -		214 85	
Surveyors' fees, brokers' valuation, protest, and consular certificate - - -		142 24	
Weighers' and porters' assistance on delivery - - - - -		45 60	
Government store rent, and inspector of customs for attendance - - -		29 77	
Postage of average documents - -		14 10	
	Ln.	$668 69	125 38
Amount of claim - - - -			$1,151 83

ZEBEDEE COOK, Jr.

Boston, July 18th, 1837.

Endorsed, July 24, 1837.

Brig Attila.—Loss on 300 bags coffee.

July 18th, 1837.

B.
E. G. L.

Wilbashy.

STAMP, 1837, 22, MARRO HALL GUGLIELUEOR RAPPORTEE DI MAIE.

Estratto daleo minute essistente nella segretteria dell' Sllmo and Réal Tribunale dis commercio de, Genova.

Carlo Alberto per la grazia de dio Re di Sardegna di Cipre e di' Gerusalemme Ducea di Savaja, e di Genova Principe del Piemont, &c., &c., &c.

L' Amoo dalla naseita di nostro Signore Gesu Christo Milleotto Centollret asette giorno di Mercoledi ventidue del meseé di marzo in Genoava nella Segreteria dell' infraséritto Tribunale Situata presso ill Ponte Spinola.

Nanté Noi Cavaliere Ugostino Ricchini primor Guidice nel Regio Tribunale de Commercio faccerte funzione del Signor.

L. MOLFINO.

Presidente, esssendo assistile del Signor Guissepe Pepetto Legretario sustitulo dello stesso Tribunale.

E' compariso il Signor Guglielmo. Hall natse domiciliato in Boston States Unite d'America siccome ha detto d' esserve per mezzo, del Signor Pietro Marchess Interpetre traduttere guirato per la lingua Inglese presso il prefato Tribunal che assiste il comparente per guanto im appresso, il quale mediante la di lui Interpetrazione ci ha richiesti di récevere il rapporto di mare concernente alls ultimo Suo vidggio da Boston in que Storporto col brigantino nominato Attila di banderéra degli Staté Uniti della—Portata di due Centoseir lonnellate circà, equipaggiato da nore persone ésso comparente qual capitano del medésimo compresso.

Ed avendogli noi detto Guidice deferto il quiramento di dire la verita che l' ha prestato nelle forme della legge ci pa riferito quanto in appresso.

Nel giorno die ciotto Gennaro p. p. feci vela da Boston col detto brigantino da me comandato bene Stagno all acqua e provvisto di tutto il neccessario si di uso che di rispetto carico di mercanzie diverse tra quali Caffé Zucchero ed altro, com destinazione per questa piazza alta confegna dei Signori Grant Balfour & Co.

L. MOLFINA.

Rossegiunrmo il nostro viaggio fenza Avvenimente rimarchevoli Sino: al ventidue detto nel quals giorno rinforzo il vento da Ponente accompagnato da mare altissimo che f' imbarcava in coperta e faceva soffrire il Bastimento per il che il Medesimo faceva pell' acqua del Solito che veniva pompata con diligenzal avendo dovreto Stare qualche tempo alla cappa. I venti fortunati varibili tre il terzo e

quarto quadrante infierirone anche nel giorno ventitre con mare Sempre turbato.

If ventiguatbro fu il tempo peu' moderato ma nei giorni ventecingue e ventisei soffiarono di nuovo con gran violenza i detti venti dal terzo e quarto quadrante ed il brigantino maltrattato dalle onde che frangevano in coperta contimuo'a fare pui' acqua del solito che veniva pompata con ogni follecitudine, e si, continuo a pomparvie qualiche poca Sino di primi dis febraja.

Nel giorno quindeci dello scorso Febbrajo entrammo nello stretto dirz Gibilterra avendo navigato quindi felicemente sino al ventiquattro detto nel qual giorno essendo a traverso del Golfo Leone Sir pose il vento fortisimo da Tramontana con mare oltromodo agitato che inondara la coperta e travagliara il Bastimento.

L. MOLFINO.

Avendo imperversato simil tempo sino a tutto il ventisette nel qual tempo il Brigantino fece anche pill' acqua di prema.

Al primo corrente riprese a Loffiare con impeto il vento da maestro con mare grossissimo e continuando nel giorno due con maggior forza essendose rotto il timone ; e per evitare dei dauni ci rifreggiammo nella Badia diz Palma in Sardegnal.

Iventi contrarj ci trattenerero a guel ancoraggio sino al move detto, guandor ci posimo alla vela, nel rimanente della traversata ebbimo dei venti forti variabile ed il dieusette siamo entrate in que sto porto im qurantina e soltanto jeri siamo stati ammessi a libera pratica.

Riferendomi inoltre per li pué precisi dettaglj della mia navigazione al giornale dis bordo che sottometto al visa.

Dichiarando di fare il presente rapporto permia garanzia, e di chiumque puo concernere sotto tutte le proteste che diz Dirrto verso, e contro chiz di ragione per tutti liz dauni che potessero rinvenirsi sid nel detto carico, che nel delto Brigantine porché i medisimi in ogni cass mai sir realizzerarmo come procedente da mai colpa oz negligenza né da quella, del mio equipaggio tarnpoco per causa di cattivo stato dello stesso Brigantino, ma soltanto da dette avvenimente come sopra da me riferite facendo inoltre in mio favore tutlle le rissalve che meglio diz ragione.

Lattura fatta al detto capitano del premesso suo, rapporto, e domandatugls se in quello persistera ha risposto che viz per fiste contenendo verità el' ha sotto scritto col detto. Interpretre.

Copia, { WILLIAM J. HALL,
{ P. MARCHESO.

Inoltre Noi detto Guidice faccente funzeoni dei presidente assistiti dal detto segretario fostituto per verificare il premesso rap porto, abbiamo ricevuto l' interrogatorio dei nominati Daniele Beemef di Jánsen d' eta d' auni vertinove circa nato e domicilia *trz* in Boston e Giorgio Donns d' eta d' auni e diecinove compete nato in Bath, domiciliato a Calaif Stato Maine die America settentrionale

entrambi marinari a bordo del suddetto, brigantina siccome per tati ci furono d al detto capitan o presentati, ed harmo detto d' essere per mezzo del detto interpretre che assiste i medesimi—Li quali dopo aver prestato nelle forme della Legge il giuramento di dire la verita e subite uno dopo e'altro e separatamentz gli interrogatorz dalla legge prescritti sono venerti in sostanza a dire e confermare che il premesson, rapports del detto; loro capitano di cui lori abbiamo fatta dare lettura dal detto interpretre è vero e sincenaro in tutle la sue parti e circo stanze fenza che siavi da aggiungere o sminuire e sir sono in que sta parte firmia col suddeto. Interprete.

Copia, { DANIEL BEMES, GEORGE DOWNESS.
PETREE MARCEHESSE, *Interp'z.*

Di tutto quanto sopra, Noi detto quidiee faccente funzioni, di presidente abbiamo fatto compilare il presente, atto che lo sollo-scriviamo col detto segretario sistituts del tribunale.

Firmati all' originale, { AGOFTINO RICHINI, G. PESCETTO SEGROSSO.

Reg d Genova le 28 Marze 1837 Veme. 103 ft. 141, No. 1378, R. 7 £ due.

Copia, BOGGIANI.

Costi
Estratto £, 1,59
Copia 4, 90
$6,49

"Per copia conforme alla minuta spedita in carte sei questa compressa alli detti Sig. Grant Balfon & Co. a que sto giorno tredice del messe, di Maggio dell auno Millet eotto centotren la selta.

LORENZA MOLFINA."

D. MOLFINO, [L. S.]

GENOA, 13*th May*, 1837.

I, Robert Campbell, consul of the United States of America at Genoa, do hereby certify that the above is the signature of Lorenza Molfino, assistant secretaiy to the tribunal of commerce, to me well known, and to which due faith may be given.

4336. ROB. CAMPBELL.

Collazionata Pieri.

Endorsed E.

E PLURIBUS UNUM.
Consulate of the United States at Genoa.

These are to certify that Messrs. Grants, Balfour & Co., merchants of this city, having given notice to me, Robert Campbell, consul of the United States of America at Genoa, that certain goods consigned to them, landed from the brig Attila, W. J. Hall, master, from

Boston, were apparently in a damaged state, did require that surveyors should be appointed to examine into the condition of the same; that in consequence of this application Mr. Alexander M. Robertson and Mr. Edward Lemsurier, both merchants, were named to that effect, and that they did accordingly hold a survey on the said goods, whereby they declared 229 bags St. Domingo coffee marked J. A. M. & Co., 19 a 24, to be more or less damaged by sea water, and recommended the same to be sold at public auction; that the coffee in question was accordingly advertised at the exchange and other usual places for sale by auction in 5 lots, to take place in this consular office, at 11 o'clock in the forenoon of the 20th day of the present month of April, subject to the usual tares and allowances of Porto Franco, to be paid cash on delivery; that such sale accordingly did place on the day specified, in the presence of the receiver general of the customs, when after various offers, the different lots were knocked down to the highest bidders, as follows:

Lot 12, 50 bags St. Domingo coffe, J. A. M. & Co. No. 10, 17, 23, 64, 110, 119, 163, 167, 220, 242, 243, 250, 281, 298, 312, 340, 341, 353, 356, 454, 493, 509, 510, 531, 583, 584, 588, 601, 622, 669, 671, 691, 712, 721, 740, 797, 798, 833, 836, 851, 867, 883, 885, 941, 966, 684, 817, 458, 789-28, sold to Gerolamo Piranzola, at cents 26 1-4 per lb. of Genoa.

Lot 13, 50 bags St. Domingo coffee J. A. M. No. 71, 79, 94, 160, 177, 258, 263, 352, 362, 371, 393, 401, 409, 507, 557, 568, 579, 581, 599, 542, 663, 698, 720, 751, 781, 841, 858, 862, 872, 876, 891, 901, 911, 912, 925, 926, 938, 947, 976, 8, 11, 12, 19, 35, 53, 126, 155, 164, 213, 222, sold to Francisco Swori, at 27 1-2 cents per lb. of Genoa.

Lot 14, 50 bags said coffee, J. A. M. & Co. No. 234, 278, 302, 305, 332, 333, 348, 397, 361, 485, 498, 499, 506, 578, 647, 697, 806, 839, 859, 860, 865, 866, 884, 887, 924, 949, 950, 961, 978, 29, 63, 66, 98, 158, 162, 211, 232, 244, 262, 264, 271, 307, 326, 357, 372, 382, 387, 449, 488, 571, sold to Gio Batta Ulbertini, at 27 1-2 cents per lb. of Genoa.

Lot 15, 50 bags said coffee, J. A. M. & Co. No. 572, 593, 600, 641, 646, 654, 713, 856, 879, 982, 492, 448, 26, 121, 27, 55, 137, 159, 216, 227, 248, 251, 259, 267, 324, 359, 360, 400, 474, 484, 489, 570, 574, 585, 612, 613, 618, 668, 676, 715, 725, 742, 809, 906, 921, 954, 32, 42, 90, 99, sold to Dominico Giordano at 27 cents per lb. of Genoa.

Lot 16, 29 bags said coffee, J. A. M. No. 133, 156, 276, 310, 337, 358, 395, 405, 460, 464, 487, 490, 491, 496, 518, 550, 564, 689, 694, 710, 861, 861, 880, 888, 913, 914, 939, 752, 688, to Guiseppe Bressam, at 28 1-4 cents per lb. of Genoa.

Wherefore I, the said consul, have granted this certificate in testimony of the matters above set forth, and have annexed thereto protest duly entered before the tribunal of commerce by the master of the vessel aforesaid, also a declaration by the master of the dam-

aged state of the goods, certificates by two masters of vessels of the stowage, the survey above alluded to, duly sworn broker's certificate of the value of these goods had they been received in a sound state, and amount of sales signed by the consignees, giving nett proceeds in Lr. 7.752.74.

Given under my hand and official seal, Genoa, 13th May, 1837.

ROB. CAMPBELL, [L. S.]

N. B. The protest by the master of the vessel above referred to, also his declaration of the damaged state of the goods and survey for stowage, will be found with Robert Trueman, Esq., of Boston.

No. 4316.

We the undersigned, merchants, resident in Genoa, do hereby certify, that at the request of Robert Campbell, Esq., consul of the United States of America, at this place, we surveyed 300 bags of St. Domingo coffee, landed from the American brig Attila, Captain William J. Hall, from Boston, consigned to Messrs. Grants, Balfour & Co., and deposited in the custom house stores, and that having carefully examined the same, we found 229 bags to be more or less damaged by sea water. That we estimate the damage on the same as follows, say:

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.	Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.
J. A. M.	10	1	6		J. A. M.	671	–	6	
& Co.	17	1	4		& Co.	691	–	8	
No. 19.	23	4	6		No. 19.	712	–	8	
	64	3				721	–	8	
	110	5	6			740	–	6	
	119	1	6			797	1		
	163	1	6			798	1		
	167	2				833	1		
	220	4				836	–	4	
	242	2	4			851	1		
	243	3	6			867	–	6	
	250	2				883	1		
	281	3	–	25		885	1		
	298	5	–	25		941	–	8	
	312	2				966	–	8	
	340	3			No. 20.	684	1	6	
	341	2				817	–	8	
	353	1	4			458	–	4	
	356	2				789	1		
	454	1				28	2	4	
	493	1				71	1	6	
	509	2	8			79	1		
	510	–	6			94	1	4	
	531	2				160	3	6	
	583	2				177	3		
	584	–	6			258	3		
	588	2	6			263	1	6	
	601	1				332	1		
	622	1				362	–	6	
	669	1				371	–	6	

No. 4316.—Continued.

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.	Mark and original numbers.	New Nos.	Soldi.	Denair.	Wash'd out.
J. A. M.	393	2			J. A. M.	278	–	4	
& Co.	401	1			& Co.	302	2		
No. 20.	409	1	6		No. 21.	305	1	6	
	507	–	4			332	–	6	
	557	1				333	2		
	568	2				348	2		
	579	1				397	–	8	
	581	1				361	1		
	599	–	6			485	–	4	
	642	–	6	20		498	–	4	
	663	1				499	1	4	
	698	–	6			506	1		
	720	1				578	1		
	751	1	8			647	–	4	
	781	–	6			697	1		
	841	1				806	–	6	
	858	–	6			839	1		
	862	–	4			859	–	6	
	872	1	6			860	1		
	876	–	8			865	1		
	891	1				866	1		
	901	3				884	–	6	
	911	–	6			887	1	8	
	912	2				924	1	4	
	925	1				949	1		
	926	–	6			950	1		
	938	1	4			961	1	6	
	947	1	6			778	–	4	
	976	1			No. 22.	29	5	6	
No. 21.	8	–	6			63	–	6	
	11	–	8			66	2	6	
	12	–	7			98	2		
	19	1				158	2		
	35	–	6			162	–	8	
	53	–	10			211	1		
	126	–	8			232	–	6	
	155	1	6			244	4		
	164	1	4			262	1		
	213	3				264	–	8	
	222	1	6			271	1		
	234	1				307	–	8	

No. 4316.—Continued.

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.	Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.
J. A. M.	326	1	4		J. A. M.	585	–	8	
& Co.	357	3			& Co.	612	2	6	
No. 22.	372	2			No. 23.	613	1	6	
	382	–	8			618	1	6	
	387	1				668	–	8	
	449	1				676	1	4	
	488	–	6			715	–	6	
	571	–	8			725	1		
	572	1	6			742	1		
	593	–	6			809	–	6	
	600	1	6			906	1		
	641	–	6			921	1		
	646	–	8			954	1		
	654	1			No. 24.	32	1	4	
	713	1				42	2	6	
	856	3	6			90	–	6	
	879	1	4			99	1		
	982	8	6			133	1		
	492	–	8			156	4		
	448	1	6			276	–	8	
	26	1	4			310	1	6	
	121	1	8			337	3		
No. 23.	27	3				358	2	4	
	55	–	10			395	1	6	15
	137	1	6			405	2		
	159	2	6			464	1	4	
	216	2				460	1	4	
	227	–	6			487	–	6	
	248	–	6			490	–	8	
	251	–	6			491	–	6	
	259	–	6			496	–	8	
	267	2				518	–	8	
	324	1	6			550	1	6	
	359	2	4			564	–	8	
	360	2	6			689	–	6	
	400	1	6			694	–	6	
	474	4	6			710	1		
	484	1				761	–	6	
	489	–	6			861	3	–	20
	570	1				880	1	4	
	574	–	4			888	1		

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.	Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.
J. A. M.	913	–	6		J. A. M.	752	–	6	
& Co.	914	1			& Co.	688	1		
No. 24.	939	–	8		No. 24.				

We further certify, that we have no doubt the said coffee was damaged during the present voyage of the vessel from Boston, and we consider it for the interest of all concerned, that the same be forthwith sold at public auction.

In witness to the truth whereof we have given this certificate, in triplicate to serve in cause of need.

A. M. ROBERTSON,
EDW. LE MESSUNIER.

GENOA, 17*th April*, 1837.

Sworn and subscribed before me, the said consul.

ROBT. CAMPBELL.

GENOA, ut seipras.

Certifichiamo noi sottoscritti pubblica mediatoi e perile approveate di questa Regia Camera di commercio, qualmente a richiesta del Signor Roberto Campbell, console deli State Unite de America, Abbiamo visitato Sacchi 229 —— caffe St. Domingo marcate J. A. M. & Co., No. 19 a 24, —— qua quinte da Boston, cal brigantino Attila, Captino W. D. Hall, Americano alla consegna degli Signori Grants Balfour & Co. egli abbiamo trovati tutti piu o merio danneggiati d'acque di mare.

Certifichiamo pure che se questo caffe fosse quinto in buono stato si sarebbe vendieto al prezzo di soldi diece e un terso fuori Banco pari a centesinai quran tatre per libbra de Genoa, col respiro di messi sei.

In fede di che abbiamo rilasciato il presente certificato.

GUISE BIANCHI, *Med.*
GUISSEPE GAMBA, *M. S.*

GENOVA, 17*th Aprile*, 1837.

I, Robert Campbell, consul of the United States of America at Genoa, do hereby certify that the preceding are the signatures of Guiseppe Bianchi and Guiseppe Gamba, both sworn brokers in this city, to me well known, and that due faith may be given to their declaration, certifying the value of the coffee had it been received

in good state, at 43 centimes per lb. of this place, on six months' credit.

4,330 Genoa ut Supra,
ROBT. CAMPBELL.

Account sales, charges and nett proceeds of 229 bags St. Domingo coffee, part of 300 bags landed in a damaged state from the American brig Attila, Wm. J. Hall, master, from Boston, and sold at public auction for account of whom it may concern.

J. A. M. & Co.	229 bags damaged St. Domingo coffee						
N. 19 a 24	50 bags weight gross crs.						
Lot 12		4456	nett.	6161	at 26¼		$1,617 26
13	50	4657	nett.	6448	at 27½		1,773 20
14	50	5341	nett.	7416	at 27½		2,039 40
15	50	5291	nett.	7345	at 27		1,983 15
16	29	3011	nett.	4178	at 28¼		1,180 28
	229	22756		31548	-		$8,593 29
	Charges.						
	Custom house order for sale by by auction, and permission from the Board of Health -					$27 48	
	Porterage at survey, porterage to the government stores and lotting - - -					93 89	
	Packers' work and porters' assistance on do. . -					100 76	
	Auction dues, 2½ per ct. -					214 85	
	Surveyors' fees, brokers' valuation, protest and consular certificates - - -					142 24	
	Weighers' and porters' assistance on delivery - -					45 60	
	Government store rent, inspector of customs for attendance -					29 77	
	Postage of average documents -					14 10	
	Commission 2½ per cent. -					171 86	
							840 55
							7,752 74

E. & O. E.

Genoa, 10 May, 1837. p. p. Grants, Balfour & Co.
L. Azulay.
F.

We the undersigned, merchants, resident in Genoa, do hereby certify, that at the request of Robert Campbell, Esq., consul of the United States of America at this place, we surveyed 809 bags of St. Domingo coffee, landed from the American brig Attila, Captain W. J. Hall, from Boston, consigned to Messrs Grants, Balfour & Co., deposited in the custom house stores, and that having carefully examined the same we found 534 bags to be more or less damaged by sea water, and one bag washed out; that we estimate the damage on the same as follows, say:

Mark and original number.	New Nos.	Soldi.	Denari.	Wash'd out.	Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.
J. A. M.	18	–	9		J. A. M.	97	–	6	
& Co.	101	–	8		& Co.	245	3	–	30
No. 1.	113	–	6		No. 2.	390	3	–	25
	172	1	1			819	–	6	
	198	1				931	1	6	
	233	1	6			969	–	8	
	236	1	6			83	1		
	283	1	6			532	3		
	294	2				537	3		
	300	1				538	6		
	313	1				544	3		
	330	–	6			548	2	6	
	404	2				551	2		
	513	–	6			882	–	6	
	535	–	6			934	1	4	
	536	–	6			983	8	6	
	543	1	4			984	8		
	549	–	8			985	7	6	
	560	–	4			320	5		
	576	–	4		No. 3.	51	1		
	661	–	6			68	–	8	
	768	–	6			80	1		
	821	–	8			93	2		
	846	1				175	2	6	
	849	2				189	–	6	
	873	1				196	4		
	902	–	6			240	–	8	
	953	–	8			274	–	6	
	958	–	8			311	–	8	
	971	–	6			370	–	6	
	972	1				384	1		
	978	–	6			482	1		
	165	6	6			556	–	6	
	204	3	6			575	–	6	

Statement—Continued.

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.
J. A. M. & Co. No. 3.	589	1		
	610	1		
	773	–	4	
	824	3		
	857	–	8	
	915	1		
	929	–	8	
	933	3		
	980	1	4	
	261	6		
	288	4		
	292	5	6	
	339	7		
No. 4.	188	–	6	
	194	1		
	201	–	8	
	253	3	6	
	277	5		
	297	–	8	
	221	–	6	
	350	–	6	
	379	–	6	
	394	2		
	450	3		
	527	–	6	
	528	2	6	
	542	2	4	
	563	–	8	
	577	–	4	
	582	1		
	609	1	4	
	614	1		
	682	1		
	702	1		
	758	–	4	
	827	1		
	835	1	4	
	842	1	8	
	850	–	6	
	863	–	6	
	870	1		
J. A. M. & Co. No. 4.	871	2	4	
	886	1		
	889	5		
	893	2	4	
	898	–	8	
	937	3		
	945	1		
	962	–	4	
	973	–	8	
No. 5.	15	1		
	25	–	10	
	241	2		
	249	–	6	
	257	1		
	279	–	6	
	284	3	–	15
	308	–	6	
	316	1	4	
	317	1	6	
	335	1		
	338	3		
	345	1		
	373	1		
	376	–	4	
	380	–	4	
	392	1		
	412	2		
	453	–	6	
	457	2		
	473	3	10	
	483	4		
	523	–	8	
	554	2	8	
	594	1	8	
	638	–	6	
	656	1		
	658	–	8	
	705	–	4	
	737	–	4	
	764	3		
	780	–	8	

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.	Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.
J. A. M.	787	–	4		J. A. M.	843	–	8	
& Co.	790	2			& Co.	881	2		
No. 5.	799	–	8		No. 6.	916	–	6	
	803	–	8			944	1		
	805	1				956	3		
	877	–	8			218	1		
	963	4	–	20	No. 7.	92	2		
	197	1				95	1	4	
No. 6.	70	–	6			103	1		
	107	1	4			183	1	6	
	118	1				191	1		
	127	–	8			192	1		
	152	3	–	40		200	–	8	
	166	2				214	–	6	
	169	6	6			215	2	6	
	173	1				231	1		
	178	–	8			246	1		
	180	2	6			290	1	6	
	195	–	6			272	1	4	
	238	1	6			295	–	6	
	291	3				318	1		
	303	1				349	1	6	
	309	–	6			363	–	6	
	386	1	6			365	1	4	
	388	1	6			367	1		
	398	–	6			374	–	4	
	403	3				391	3		
	406	2	6			407	3		
	410	–	6			463	–	4	
	497	2				511	1		
	508	–	6			521	–	4	
	518	1	6			525	5	6	
	547	3	6	20		533	2	6	10
	580	1				546	1	8	
	672	–	4			562	–	6	
	711	1				567	–	6	
	729	–	8			573	1		
	753	–	6			590	–	8	
	791	2				615	–	6	
	820	–	6			662	3	–	20
	830	–	8			675	–	6	

Statement—Continued.

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.	Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.
J A. M.	679	–	9		J. A. M.	890	–	8	
& Co.	687	–	8		& Co.	908	–	6	
No. 7.	699	–	8		No. 8.	920	–	8	
	723	–	8			928	1		
	726	–	8			955	1		
	733	–	6			957	1	6	
	776	–	4			967	–	8	
	811	1			No. 9.	21	–	5	
	823	–	8			30	1	6	
	838	–	4			60	1		
	840	–	6			61	–	4	
	852	–	4			81	–	8	
	853	1				91	1		
	874	1				122	1	3	
	878	1				203	2		
	904	–	6			212	2		
	909	1				223	–	8	
	918	1				230	–	6	
	5	1				256	1		
11	247	1				265	3		
No. 8.	24	1	6			304	1		
	62	1				319	4		
	219	1	4			325	3	4	
	287	2	2			334	2		
	331	1				342	1	6	
	343	1				346	–	6	
	402	–	8			355	1		
	539	3	6	10		361	–	8	
	540	2				408	3		
	552	2				479	1		
	559	–	8			486	–	6	
	561	–	6			522	–	6	
	569	1	6			524	1	6	
	616	–	6			657	–	8	
	643	–	6			683	1		
	648	–	8			685	1	6	
	667	1				706	–	4	
	714	1				707	–	8	
	730	1				749	–	6	
	766	1				750	–	8	
	847	–	6			754	–	4	
	848	2	6			760	2		

Statement—Continued.

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'd out.	Mark and original numbers	New Nos.	Soldi.	Denari.	Wash'd out.
J. A. M.	763	–	8		J. A. M.	7	–	6	
& Co.	774	–	6		& Co.	76	1		
No. 9.	778	1			No. 14.	138	1		
	795	1				157	1		
	804	1				193	2		
	899	–	6			205	3		
	951	–	8			254	1		
	478	2				275	2		
No. 10.	36	–	9			281	1		
	37	2				289	–	6	
	58	1				327	1		
	77	4				329	–	6	
	104	–	6			368	1		
	117	2	10			414	1	6	
	156	–	6			530	–	6	
	168	–	8			565	–	6	
	170	4	6	40		566	1		
	266	1				587	–	6	
	268	1				670	–	6	
	364	–	8			747	–	8	
	411	–	4			864	–	8	
	413	1			No. 14.	895	2	6	
	437	–	6			905	1	6	
	451	1				907	1	4	
	452	–	8			922	1		
	475	–	6			923	1		
	494	–	4			927	2		
	595	1	4			943	–	8	
	628	–	6			952	1	6	
	629	–	6			968	–	8	
	650	–	4		No. 15.	22	–	4	
	695	–	6			52	–	6	
	724	1				54	1	6	
	748	–	6			181	1		
	812	–	6			190	2		
	896	1				207	4		
	910	–	8			221	1		
	917	1				239	–	6	
	919	3				282	2		
	935	–	8			351	–	8	
	948	1	4			378	–	6	
	500	–	4			519	–	6	

Statement—Continued.

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash' dout.
J. A. M. & Co.	541	4		
	555	1		
No. 15.	558	-	6	
	623	2		
	666	-	8	
	677	-	8	
	681	-	8	
	604	-	6	
	813	-	6	
	826	-	8	
	932	-	6	
	942	1		
	959	-	6	
	970	2		
	981	2	-	30
No. 16.	143	-	10	
	148	-	6	
	209	1		
	225	1		
	252	1		
	255	-	8	
	269	-	6	
	285	1		
	286	1	6	
	296	1	4	
	328	1	4	
	516	-	4	
	637	-	4	
	639	-	4	
	664	-	4	
	762	-	6	
	770	-	8	
	794	1	6	
	818	1		
	825	1	6	
	828	-	4	
	844	-	8	
	875	-	6	
	900	5		20
	940	-	6	
	960	-	8	

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash' dout.
J. A. M. & Co.	974	1		
	975	1		
No. 17.	31	1	4	
	75	-	4	
	161	-	6	
	174	3		
	176	-	6	
	179	-	4	
	182	1		
	185	3		
	208	1		
	217	-	8	
	270	-	6	
	369	1	4	
	514	-	8	
No. 17.	526	1		
	529	-	6	
	617	3		
	674	1		
	769	1	8	
	829	1		
	837	-	8	
	854	3		
	868	-	6	
	936	-	8	
No. 18.	105	1	10	
	120	2	6	
	125	-	10	
	154	2	6	
	184	2		
	186	-	6	
	187	2		
	206	-	6	
	226	3	6	
	301	-	8	
	477	-	4	
	512	-	4	
	520	-	6	
	534	2	6	
	545	-	4	
	540	1		

Statement—Continued.

Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'dout.	Mark and original numbers.	New Nos.	Soldi.	Denari.	Wash'dout.
J. A. M.	822		4		J. A. M.	260	1		
& Co.	831		6	15	& Co.	295	5		25
No. 18.	834		6		No. 25.	322	3	6	
	845	1				323	3		
	892		6			336	-	6	
	946	1	6			347	-	8	
	977	1				354	2	6	
	978		8			459	1	6	
W.	199	1				553	-	6	
J. A. M.	965	1				612	1	8	
No. 25.	9	2	6			619	-	6	
	44	-	8			620	-	8	
	50	1	6			624	-	6	
	57	-	8			665	-	8	
	69	1	4			690	-	6	
	87	1	10			692	1		
	89	1	3			775	-	6	
	109	-	8			832	1		
	144	-	8			855	1		
	145	-	6			903	1		
	151	-	8		No. 26.	14	-	6	
	171	2	6			210	2		
	202	1	4			228	2	6	
	229	2				897	-	6	
	235	1	6			930	-	8	
	237	2				964	1		

We further certify that we have no doubt the said coffee was damaged during the present voyage of the vessel from Boston, and we consider it for the interest of all concerned that the same be forthwith sold at public auction.

In witness to the truth whereof, we have given this certificate in triplicate, to serve in case of need.

A. M. ROBERTSON.
EDWD. LE MESSURIER.

Genoa, 17th April, 1837.

Sworn and subscribed before me, the said consul.

ROBT. CAMPBELL.

Genoa, ut Supra.
4315.

Certifichiamo noi sottoscritti publici mediatori e Periti approvate di questa Regia Camera di commerci, qualmente a richiesta del Signor Campbell, Console degli State Uniti d'America, abbiamo visitate sacchi 534 caffe, St. Domingo marcati J. A. M. & Co. No. 1 a 10 a 14 a 18, e (V.-J. A. M.) No. 25 a 26 qua quinti da Boston col brigantino Attila, Captano W. D. Hall, Americano, alla consegna dei Signori Grants, Balfour & Co. egli abbiamo trovati tutti pico o meno danneggiali d'acque di mare.

Certifichiamo pure che sequesto caffe fosse quianto in buono strato si sarebbe venduto al prezzo di soldi Dieci e unterro fuori banco, pari a centissimi quarantatre per libbra do Genova, col respiro di sei mesi.

In fede di che abbiamo ralasciato il presente certificato.

GUIS'E. BIANCHI, *Med. St.*
GUISEPPE GAMBA, *Med. & Secty.*

Genoa, li 17 Aprile, 1837.

I, Robert Campbell, consul of the United States of America at Genoa, do hereby certify, that the preceding are the signatures of Guiseppe Bianchi and Guiseppe Gamba, both sworn brokers in this city, to me well known, and that due faith may be given to their declaration certifying the value of the coffee had it been received in good state at 43 centimes per pound of this place, on 6 months credit.

ROB. CAMPBELL.

Genua ut Supra.
4332.

I, William J. Hall, master of the brig Attila of Boston, last from that port with a cargo of various merchandire, chiefly coffee and sugar, and now at anchor in the port of Genoa do hereby certify that many of the bags of coffee, were landed with external marks of damage, and that several of them from the damp had burst in the hold; also that a number of the bags of sugar were in a damaged state and partly washed out, that there were was likewise damage in the box sugars and in a parcel of sarsaparilla; the damaged state of the cargo is entirely owing to the boisterous weather and severe gales, which were experienced in the passage from Boston to this port, as more particularly specified in my protest duly entered at the tribunal of commerce in this city, and to which I refer.

WILLIAM J. HALL.

Genoa, 6th April 1837.

I, Robert Campbell, consul of the United States of America at Genoa, do hereby certify, that the above is the signature of Wm. J. Hall, master af the American brig Attila of Boston, to which due faith may be given, the same having been made in my presence.

ROBT. CAMPBELL.

Genoa ut Supra.
4267.

We, the undersigned, having been called upon by the master of the brig Attila of Boston to survey the stowage of his cargo, consisting of coffee, sugars, &c. We hereby certify that whatever damage may have arisen was not for want of sufficient quantity of dunnage or improper stowage.

A. H. KEMP,
Master Mariner.
JOHN DIXEY.

Genoa, March 31st, 1837.

I, Robert Campbell, consul of the United States of America at Genoa, do hereby certify, that the above are the signatures of A. H. Kemp, master of the British brig schooner Mary Ann, and John Dixey, master of the American ship Athens, to which due faith may be given the same having been made in my presence.

ROB. CAMPBELL.

Genoa ut Supra.
4266.

Account sales charges and nett proceeds of 534 bags St. Domingo Coffee, part of 809 bags landed in a damaged state from the American brig Attila, W. J. Hall, master, from Boston, and sold at public auction for account of whom it may concern,

	No. 1 a 10.						
J A M & Co.	14. 18. 534 bags damaged St. Domingo Coffee						
V	25						
	26						
Lot No. 1	50	bags, No. gross,		crs.,			
		4,743 nt. w.	6,549	at	27½		$1,790 05
2	50	4,957	6,872		26¼		1,803 90
3	50	5,039	6,988		26¼		1,834 35
4	50	4,995	6,926		26¼		1,835 39
5	50	5,105	7,082		28¼		2,000 66
6	50	5,076	7,041		27¼		1,918 67
7	50	5,106	7,083		27¼		1,930 11
8	50	4,845	4,714		27¾		1,863 13
9	50	4,890	6,778		27¾		1,880 89
10	50	4,859	6,733		27½		1,851 57
11	34	3,225	4,466		28¾		1,283 97
	534	52,840	73,252				19,992 69
	Charges.						
	Custom house order for sale by auction and permission from the Board of Health - -					64 08	
	Porterage at survey, porterage to the government stores and lotting - - - - -					218 94	
	Packers' work and porters' assistance on do. - - -					234 96	
	Auction dues 2½ p. c. - -					499 81	
	Surveyers' fees, brokers' valuation, protest and consular certificates - - - -					316 74	
	Weighers' and porters' assistance on delivery - - - -					105 80	
	Governement store rent and inspectors of customs for attendance - - - -					69 42	
	Postage of average documents -					10 10	
	Commission 2 p. c. - - -					399 85	1,923 70
							18,068 99

E. &. O. E.

Genoa, 10th May, 1837. p. p. Grants, BALFOUR & Co.
J. AZULAY

E. Pluribus Unum.

CONSULATE OF THE UNITED STATES AT GENOA.

These are to certify that Messrs. Grant, Balfour & Co., merchants of this city, having given notice to me Robert Campbell, consul of the United States of America at Genoa, that certain goods consigned to them landed from the Brig, Wm. J. Hall, master, from Boston, were apparently in a damaged state, did require that surveyors should be appointed to examine into the condition of the same. That in consequence of this application, Mr. Alexander M. Robertson, and Mr. Edward Mesurier, both merchants, were named to that effect, and they did accordingly hold a survey on said goods, whereby they declared 534 bags St. Domingo coffee, marked J. A. M. & Co. 1 a 10, 14 a 18, V. J. A. M, 25 a 26 to be more or less damaged by sea water, and recommended the same be sold at public auction, and that the coffee in question was accordingly advertised at the exchange and other usual places for sale by auction in 11 lots, to take place in this consular office at 11 o'clock in the forenoon of the 20th day of the present month of April, subject to the usual taxes and allowances of Porto Franco, to be paid cash on delivery. That such sale did accordingly take place on the day specified, in the presence of the receiver general of the customs, when after various offers, the different lots were knocked down to the highest bidder, as follows:

Lot No. 1, 50 bags St. D. coffee, J. A. M. & Co. No. 18, 101, 113, 172, 198, 233, 236, 283, 294, 300, 313, 330, 404, 513, 535, 536, 543, 549, 560, 576, 661, 768, 821, 846, 849, 873, 902, 953, 958, 971, 972, 978, 165, 204, 97, 265, 390, 819, 931, 969, 83, 532, 537, 538, 544, 548, 551, 882, 934, 983, sold to Gerolamo Piranzola, at 27 1-4 cents per pound of Genoa.

Lot 2d, 50 bags St. Domingo coffee, J. A. M. & Co. No. 984, 985, 320, 51, 68, 80, 93, 175, 189, 196, 260, 274, 311, 370, 384, 482, 556, 575, 589, 610, 773, 824, 857, 915, 929, 933, 980, 261, 288, 292, 339, 188, 194, 201, 253, 277, 297, 321, 350, 379, 394, 450, 527, 528, 542, 563, 577, 582, 609, 614, sold to Curio Gaggiolo, at 26 1-4 cents per pound of Genoa.

Lot 3d, 50 bags said coffee, J. A. M. & Co. No. 682, 702, 758, 827, 835, 842, 850, 863, 870, 871, 886, 889, 893, 898, 937, 945, 962, 973, 15, 25, 241, 249, 257, 279, 284, 308, 316, 317, 335, 338, 345, 373, 376, 380, 392, 412, 453, 457, 473, 483, 523, 554, 594, 638, 656, 658, 705, 737, 764, 780, sold to Gerolamo Pianzola, at 26 1-4 cents per pound of Genoa.

Lot 4th, 50 bags said coffee, J. A. M. & Co. No. 787, 790, 799, 803, 805, 877, 963, 197, 70, 107, 118, 127, 152, 166, 169, 173, 178, 180, 195, 238, 291, 303, 319, 386, 388, 398, 403, 406, 410, 497,

508, 518, 547, 580, 672, 711, 729, 753, 791, 820, 830, 843, 881, 916, 944, 956, 218, 92, 95, 103, sold to Geralnio Piranzola, at 26 1-2 cents per pound of Genoa.

Lot 5th, 50 bags said coffee, J. A. M. & Co. No. 183, 191, 192, 200, 214, 215, 231, 246, 290, 272, 295, 318, 349, 363, 365, 367, 374, 391, 407, 463, 511, 521, 525, 533, 546, 562, 567, 573, 590, 615, 662, 675, 679, 687, 699, 723, 726, 733, 776, 811, 823, 838, 840, 852, 853, 874, 878, 904, 909, 918, sold to Giolamo Pironzola, at 28 1-4 cents per pound of Genoa.

Lot 6th, 50 bags said coffee, J. A. M. & Co. No. 5, 247, 24, 62, 219, 287, 331, 343, 402, 539, 540, 552, 509, 561, 569, 616, 643, 648, 667, 714, 730, 766, 847, 848, 890, 908, 928, 920, 955, 957, 967, 21, 30, 60, 61, 81, 91, 122, 203, 212, 223, 230, 256, 265, 304, 319, 325, 334, 342, 346, sold to Mairo Isola, at 27 1-4 cents per pound of Genoa.

Lot 7th, 50 bags said coffee, J. A. M. & Co. No. 355, 361, 408, 479, 486, 522, 524, 657, 683, 685, 706, 707, 749, 750, 754, 760, 763, 774, 788, 795, 804, 899, 951, 478, 36, 37, 58, 77, 104, 117, 156, 168, 170, 266, 265, 364, 411, 413, 437, 451, 452, 475, 494, 595, 628, 629, 650, 695, 724, 728, sold to Eurio Guyyiolaa, at 27 1-4 cents per pound of Genoa.

Lot 8th, 50 bags said coffee, J. A. M. & Co. No. 812, 896, 912, 917, 919, 935, 948, 500, 7, 76, 138, 157, 193, 205, 254, 275, 281, 289, 327, 329, 368, 414, 530, 565, 566, 587, 670, 747, 864, 895, 905, 907, 922, 923, 927, 943, 952, 968, 22, 52, 54, 181, 190, 207, 221, 239, 282, 351, 378, 519, sold to Guio Batta Albertini, at 27 3-4 cents per pound of Genoa.

Lot 9th, 50 bags said coffee, J. A. M. & Co. No. 541, 555, 558, 623, 666, 677, 681, 604, 813, 826, 932, 942, 959, 970, 981, 143, 148, 209, 225, 252, 255, 269, 285, 286, 296, 328, 516, 637, 639, 664, 762, 770, 794, 818, 825, 828, 844, 875, 900, 940, 960, 974, 975, 31, 75, 161, 174, 176, 179, 182, sold to Dominico Giordano, at 27 3-4 cents per pound of Genoa.

Lot 10th, No. 50 bags St. Domingo coffee, J. A. M. & Co. No, 185, 208, 217, 270, 369, 514, 526, 529, 617, 674, 767, 829, 837, 854, 868, 936, 105, 120, 125, 154, 184, 186, 187, 206, 226, 301, 477, 512, 520, 534, 545, 540, 822, 831, 834, 845, 892, 946, 977, 979, 199, 965, V. J. A. M. 9, 44, 50, 57, 69, 87, 89, 109, sold to Francisco Sivori, at 27 1-2 cents per pound of Genoa.

Lot No. 11th, 34 bags said coffee, V. J. A. M. No. 144, 145, 151, 171, 202, 229, 235, 237, 260, 295, 322, 323, 336, 347, 354, 459, 553, 612, 619, 620, 624, 625, 690, 692, 775, 832, 855, 903, 14,

210, 228, 897, 930, 964, sold to Curio Guzzola, at 28 3-4 cents per pound of Genoa.

Wherefore I, the said consul, have granted this certificate in testimony of the matters above set forth, and have annexedt hereto protest, duly entered before the Tribunal of Commerce by the master of the vessel aforesaid; also a declaration by the master of the damaged state of the goods; certificate by two masters of vessels of the stowage; the survey above alluded to, duly sworn; broker's certificate of the value of these goods, had they been received in a sound state, and account of sales signed by the consignees giving nett proceeds in $18068.99.

Consular [L. s.] 4315. Given under my hand and official seal, Genoa, 13th May, 1837.

ROB. CAMPBELL.

Afterwards, to wit, on the first day of April, in the year one thousand eight hundred and forty, the judge pronounced his final sentence or decree in favor of the respondents, and dismissed the said libel with costs.

Whereupon the said Manassah Knight, special assignee of the Commonwealth Insurance Company of Boston, the libellant aforesaid, prayed leave to appeal from the sentence or decree aforesaid to the next circuit court of the United States in and for the eastern district of Pennsylvania, in the third circuit, and the same was allowed, upon security being given.

MANASSAH KNIGHT, Special Assignee of the Commonwealth Insurance Company of Boston.
vs.
THE BRIG ATTILA, HALL, Master.
} His Appeal from the District Court on Libel on Bottomry Bond.

And afterwards, in this same sessions, to wit, on the twelfth day of May, A. D. one thousand eight hundred and forty, after solemn argument and due deliberation, it is adjudged, ordered and decreed that the decree of the district court be affirmed, with costs. Whereupon the said Manassah Knight, special assignee of the Commonwealth Insurance Company of Boston, the libellant aforesaid, by Joseph R. Ingersoll, Esquire, his attorney aforesaid, prays leave to appeal from the said sentence or decree to the Supreme Court of the United States, and the same is allowed, on security being given.

UNITED STATES, *Eastern District of Pennsylvania, sct.*

I certify the foregoing to be a true and faithful copy of the record and proceedings of the circuit court of the United States in and for